



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

July 10, 2012

16 July 17, 2012

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

Dear Supervisors:

RECOMMENDATION TO AWARD CONTRACT TO MAXIMUS, INC., GAIN CASE MANAGEMENT SERVICES (ALL DISTRICTS-3 VOTES)

SUBJECT

The Department of Public Social Services (DPSS) seeks approval of a new 23-month contract with an optional one-year extension with MAXIMUS Inc., to provide Greater Avenues for Independence (GAIN) case management services to the Department's Welfare-to-Work (WtW) participants.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that GAIN case management services can be performed more economically by an independent Contractor than by County employees.
2. Approve and instruct the Chairman to sign the enclosed contract (Enclosure I) with MAXIMUS Inc., to provide GAIN case management services to WtW participants, effective the day after Board approval or August 1, 2012, whichever is later through June 30, 2014, at a maximum contract amount of \$22,305,549 (including performance incentives). The cost of the contract is fully funded by CalWORKs Single Allocation. Funding for Fiscal Year (FY) 2012-13 is included in the DPSS FY 2012-13 Budget. Funding for future years will be included in the Department's annual budget requests.
3. Delegate authority to the Acting Director of DPSS or her designee to prepare and execute an amendment to extend the contract for one year from July 1, 2014 through June 30, 2015, at a cost consistent with the Contract Budget, adjusted to reflect caseload projections for FY 2014-15 and changes in federal, State and/or County program requirements. The estimated amount for the period of July 1, 2014 through June 30, 2015 is \$11,395,968 (including performance incentives).

The approval of County Counsel as to form and the Chief Executive Office (CEO) will be obtained prior to executing such amendment and the Acting Director of DPSS will notify the CEO in writing within ten business days after execution.

4. Delegate authority to the Acting Director of DPSS or her designee to prepare and execute amendments to the contract to add relevant updated terms and conditions that result in any increase or decrease of no more than ten percent of the original contract amount when the change is necessitated by additional and necessary services that are required in order to comply with changes in federal, State, or County requirements. The approval of County Counsel as to form and the CEO will be obtained prior to executing such amendments and the Acting Director of DPSS will notify the CEO in writing within ten business days after execution

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DPSS currently contracts for GAIN case management services in the northern and northwestern areas of Los Angeles County (San Fernando Valley and Antelope Valley) under the provisions of County Code Section 2.121 et seq. (Proposition A). Board approval of the recommended action will allow DPSS to continue the seamless delivery of services to CalWORKs WtW participants. The current contract expires on July 31, 2012. The recommended contract is for a term of 23 months commencing on August 1, 2012 through June 30, 2014. The contract may be extended for an additional 12 months commencing July 1, 2014 through June 30, 2015.

The recommended proposer, MAXIMUS Inc., will provide professional staff to render culturally and linguistically sensitive services which assist participants to overcome economic, educational and social barriers and to obtain employment. Further, the recommended contract is cost-effective, operationally feasible and meets all the provisions of Proposition A.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #1: Operational Effectiveness: Maximize the effectiveness of the process, structure, and operations to support timely delivery of customer-oriented and efficient public service.

FISCAL IMPACT/FINANCING

The maximum contract amount for the 23-month period from August 1, 2012 through June 30, 2014 is \$22,305,549. The maximum amount includes \$21,923,606 for case management services, \$321,943 for the maximum performance incentives, and \$60,000 for Volunteer Income Tax Assistance (VITA) for the 2013 and 2014 tax seasons depending on availability of VITA funds. The estimated amount for the one-year renewal is \$11,395,968 which includes a maximum performance incentive of \$167,970 and \$30,000 for VITA. Funding for FY 2012-13 is included in the DPSS FY 2012-13 Budget. Funding for future years will be included in the Department's annual budget requests. This contract is fully funded with CalWORKs Single Allocation, there is no additional net County cost impact after the required CalWORKs Maintenance of Effort is met.

The Department conducted a cost analysis to ensure this contract is cost effective pursuant to Proposition A requirements. A summary of this analysis is enclosed (Enclosure II). The Auditor-Controller has approved the cost analysis that demonstrates that the contract is cost effective.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended contract have been approved as to form by County Counsel. The contract contains the Board's required contract provisions, including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/General Relief Opportunities for Work participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. This contract is subject to the Living Wage Program (Los Angeles County Code, Chapter 2.201). The contract will be in full compliance with all applicable federal, State and County regulations.

MAXIMUS is a publicly held company with its headquarters located in Virginia. They have provided GAIN case management services for the County's GAIN program for 12 years and have provided WtW employment services nationally and abroad for over 22 years. MAXIMUS will subcontract with Jewish Vocational Services (JVS) a non-profit corporation to provide GAIN case management services in the Antelope Valley and western San Fernando Valley. MAXIMUS has subcontracted with JVS for the past five years.

The CEO has reviewed this Board letter. County Counsel has reviewed this Board letter as to form and approved the contract as to form.

CONTRACTING PROCESS

GAIN case management services were solicited through a competitive process under Los Angeles County Code, Chapter 2.121 et seq. On November 24, 2009, DPSS released a Request for Proposals (RFP). The RFP was posted on Los Angeles County's "Doing Business with Us" web site, the "DPSS Contracting Opportunities" web site and advertised in the following publications: Los Angeles Times, Orange County Register, Small Business Exchange, Los Angeles Sentinel, Hoy, La Opinion and several other community newspapers. The RFP was also mailed to 63 interested vendors that were on the DPSS Bidders list.

The mandatory proposer's conference was held on December 10, 2009. Proposals were received from three organizations: MAXIMUS, Inc.; Policy Studies, Inc.; and Arbor E&T, LLC. All three proposals were reviewed for compliance and met the minimum mandatory requirements in the RFP. All three proposals were cost effective based on the Department's Proposition A cost analysis validated by the Auditor-Controller.

The proposals were evaluated by a committee consisting of five panelists from San Bernardino County, DPSS GAIN Line Operations, Department of Public Health, Department of Health Services and the Internal Services Department in accordance with the evaluation process identified in the RFP. The non-selected proposers received debriefings from October 18 through October 20, 2011.

There were no protests.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not infringe on the role of the County in relationship to its responsibility to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. Alternate resources are available so that services can be obtained from another source in the event of default by the contractor.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and three original signed copies of the contract to the Acting Director of DPSS.

Respectfully submitted,



SHERYL L. SPILLER

Acting Director

SLS:pb

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer
Auditor-Controller

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES**



CONTRACT

BY AND BETWEEN COUNTY OF LOS ANGELES

AND

MAXIMUS, INC.

FOR

GAIN CASE MANAGEMENT SERVICES

AUGUST 1, 2012

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746

77816

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**CONTRACT
FOR
GAIN CASE MANAGEMENT SERVICES**

This Contract is made and entered into this 17th day of July 2012, by and between the County of Los Angeles, (hereinafter referred to as the "County") and MAXIMUS, Inc. (hereinafter referred to as the "Contractor"). Contractor's principal place of business is located at 11419 Sunset Hills Road, Reston, VA 20190.

RECITALS

WHEREAS, the County may contract with government agencies, non-profit organizations or private businesses for Greater Avenues for Independence (GAIN) Case Management Services when certain requirements are met; and

WHEREAS, the Contractor is a private business specializing in providing GAIN Case Management Services to Welfare-to-Work (W-t-W) participants; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract with Contractor for GAIN Case Management Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

1.1 Interpretation

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable product between the Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments, according to the following priority:

Contract Attachments

- Attachment A Statement of Work and Technical Exhibits
 - A-1 PERFORMANCE OUTCOMES SUMMARY CHART
 - A-1A KEY MEASURES SUMMARY CHART
 - A-1B PERFORMANCE REQUIREMENTS SUMMARY CHART
 - A-2 CONTRACT DISCREPANCY REPORT
 - A-3 CASELOAD PROJECTIONS AND CASELOAD PROJECTIONS BY LANGUAGE
 - A-4 DESCRIPTION OF GAIN REGIONS II AND VII
 - A-5 LINKS TO GAIN POLICIES AND REGULATIONS
 - A-6 WELFARE-TO-WORK SERVICE FLOW CHART
 - A-7 LIST OF CURRENT DPSS VOCATIONAL ASSESSORS
 - A-8 LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS
 - A-9 SAMPLE MONTHLY INVOICE
 - A-10 SAMPLE CALWORKS VITA INVOICE
 - A-11 SAMPLE FOOD STAMP/MEDI-CAL VITA INVOICE
 - A-12 REQAD-MIE EXPANDED SAMPLE SELECTION AND CASE REVIEW METHODOLOGY
- Attachment B-1 Contractor's Budget and Employee Benefits
- Attachment B-2 GAIN Case Management Services System Development and implementation Budget
- Attachment C Certification of No Conflict of Interest
- Attachment D Familiarity of County Lobbyist Ordinance Certification
- Attachment E County's Administration
- Attachment F Contractor's Administration
- Attachment G Contractor's EEO Certification
- Attachment H Contractor's Nondiscrimination in Services Certification
- Attachment I Intentionally Omitted
- Attachment J Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transaction (45 C.F.R. part 76)
- Attachment K Contractor Employee Acknowledgment and Confidentiality Agreement
- Attachment L Attestation of Willingness to Consider GAIN/GROW Participants

Attachment M	County of Los Angeles Contractor Employee Jury Service Program Certification Form & Application for Exception
Attachment N	Charitable Contributions Certification
Attachment O	County of Los Angeles- Living Wage Ordinance- Contractor Living Wage Declaration
Attachment P	County of Los Angeles- Living Wage Program- Payroll Statement of Compliance
Attachment Q	County of Los Angeles- Living Wage Ordinance Monthly Certification for Applicable Health Benefit Payments
Attachment R	Contractor's Staffing Plan
Attachment S	Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service
Attachment T	Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance
Attachment U	County of Los Angeles - Living Wage Ordinance
Attachment V	Intentionally Omitted
Attachment W	IRS Notice 1015 – Earned Income Tax Credit
Attachment X	Safely Surrendered Baby Law
Attachment Y	Certification of Compliance with the County's Defaulted Tax Reduction Program
Attachment Z	Defaulted Tax Program Ordinance
Attachment AA	Criminal Convictions Information Notice and Certification
Attachment BB	Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)

This Contract, including Attachments hereto, constitutes the complete and exclusive statement of understanding between the parties and, supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 11.0, Terms and Conditions, Subsection 11.6 (Changes and Amendments) and signed by both parties.

1.2 Construction of Terms

In construing the terms of this Contract, the following rules shall apply:

- a. Singular nouns, and phrases incorporating them (e.g., referring to objects, persons, events, or otherwise), shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Section 2.0, Definitions. Plural nouns, and phrases incorporating them, shall be construed to also include the singular except where reference to multiple

items is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Section 2.0, Definitions.

- b. The words, "include," "includes," or "including" whether with initial capitalization or not shall mean, respectively, "include, without limitation," or "includes, without limitation," or "including, without limitation."
- c. Any use of the masculine gender shall be construed to include the feminine, and vice versa.
- d. References in this Contract to federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines and/or directives shall mean such laws, rules, regulations, ordinances, guidelines and/or directives as amended from time to time.
- e. Unless expressly stated otherwise, all approvals, consents and determinations by or on behalf of County, under this Contract, shall be in writing, and shall be given or made in the sole discretion of the person or County agency authorized to provide such approval or consent.
- f. The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Administrative Directives/Memorandums

Documents used to disperse newly enacted regulations or to up-date existing ones as determined by DPSS. These up-dates supplement and enhance the GAIN Program Handbook and should be filed therein under the applicable chapter and subject matter.

2.2 Adult Basic Education

A Welfare-to-Work (W-t-W) activity which gives instruction in reading, writing, arithmetic, high school proficiency, or a general education development certificate instruction, and English-as-a-Second Language.

2.3 Ancillary Expense(s)

Payments issued to a participant to cover the cost of items necessary for a participant to participate in W-t-W activities and/or employment. Expenses covered include books, tools, special clothing, and/or other costs.

2.4 Applicant

A person who has applied for CalWORKs assistance, and has not been granted or has not been denied cash assistance.

2.5 Appraisal

Initial interview with a participant at the time he or she enters the W-t-W program. The appraisal provides information about the participant's employment history and skills, the need for supportive services, and any other information required to determine appropriate assistance and employability and exemption from work requirements.

2.6 Appeals and State Hearings Section (ASH)

A section within DPSS assigned the responsibility of representing the County in State Hearings requested by participants. This section also conducts GAIN County Grievance Hearings.

2.7 Assessed Skills

Skills the individual has demonstrated through a formal testing process.

2.8 Barriers

A participant's personal or other temporary or long term problem/issue which interferes with his/her participation in W-t-W activities.

2.9 Budget

The document that details the Contractor's costs for providing services and is set forth in Attachments B-1 and B-2 of this Contract.

2.10 Board of Supervisors

The governing body of the County of Los Angeles.

2.11 Business Day(s)

Monday through Friday between the hours of 8:00 AM and 5:00 PM, excluding County Holidays.

2.12 Calendar Day(s)

All days of the week including Saturdays, Sundays and County Holidays.

2.13 California Code

California law consists of 29 codes, covering various subject areas, the State Constitution and Statutes. Detailed information on the California Codes in effect is found at the website below:

<http://www.leginfo.ca.gov/calaw.html>

2.14 California Work Opportunities and Responsibility to Kids (CalWORKs)

A California welfare program that was implemented on January 1, 1998. The CalWORKs program provides temporary financial assistance and employment-focused services to families with minor children who have income and property below State maximum limits for their family size. This program consists of two general services, public assistance and Welfare-to-Work.

2.15 Career Assessment

If the full-time employed Participant opts for post-employment services, he/she is referred for a career assessment before being assigned to any post-employment service activity. The Participant's career plan is developed by the vocational assessor and the W-t-W Participant using assessment test results and career development information.

2.16 Caseload

The number of cases assigned to a Case Manager in a given period for which he/she is responsible.

In any given month, for purposes of this Contract, the caseload shall also consist of the sum of unduplicated counts of Participants who meet one or more of the following three qualifications:

- a. New referrals (employed or unemployed) received during the month.
- b. Ongoing cases of Participants who remain registered.
- c. Underemployed Participants whose work hours are not meeting the minimum requirements and Participants remain in Post-Employment Services (PES) or Post-Time Limited (PTL) services, as appropriate.

2.17 Case Number

A unique seven-digit number that is used to identify a Participant's CalWORKs/GAIN/DPSS case record.

2.18 Case Management Services

The coordination of services and activities in a linguistic and culturally appropriate manner, including but not limited to: assessing the Participant's employability and need for specialized supportive services; tracking and evaluating the Participant's attendance and progress in work activities; identifying and authorizing transportation and education/work-related payments; making child care referrals; making a recommendation of cause for failure to participate; referring the Participant to community resources for work activities; counseling/resolving problems; assisting in accessing community resources; documenting in the physical and electronic case file, and completing other required documents.

2.19 Cause Determination

An investigation to determine whether a "good cause" or "no good cause" is the appropriate reason when a Participant fails or refuses to meet program requirements.

2.20 Child Care

Appropriate and suitable child care is child care that meets the needs of the child and the parent. If provided under the CalWORKs program requirements, parents may obtain reimbursement for costs. Parents can also seek good cause excuse from W-t-W activities due to a lack of suitable child care.

2.21 Clinical Assessment

A service offered to a CalWORKs Participant to determine if there is a need for mental health, substance abuse services and/or domestic violence counseling and treatment services.

2.22 Civil Rights Section

A section within DPSS assigned the responsibility for investigating alleged complaints of discriminatory treatment and non-compliance with federal and State statutes ensuring the administration of CalWORKs programs are non-discriminatory. This section will investigate all complaints of discriminatory treatment against the Contractor.

2.23 Community Service

Community Service is a temporary and transitional activity performed with private or public non-profit organizations. The activities are intended to provide Participants with necessary job skills that can lead to unsubsidized employment and self-sufficiency. Community Service can be self-defined by the Participant and used as a bridging activity for Participants who need to meet their 32/35 hour per week requirement or are in between GAIN activities.

2.24 Compliance Plan

A written plan developed during the Cause Determination interview to correct the instance of non-compliance.

2.25 Contract Discrepancy Report (CDR)

A document which is used by County to report a contractual discrepancy(iés).

2.26 Contract

This agreement executed by the County and Contractor.

2.27 Contractor Manager

The individual designated by the Contractor to administer the Contract operations.

2.28 Core Activities

The following components constitute core activities as defined by the State: 1) unsubsidized employment, 2) subsidized private sector employment, 3) subsidized public sector employment, 4) work experience, 5) on-the-job training, 6) supported work or transitional employment, 7) work-study, 8) self-employment, 9) community service, 10) vocational education and training (limited to 12 months), and 11) job search and job readiness assistance.

2.29 County Code

A compilation of County ordinances of a general nature which have been codified, chaptered and indexed. Detailed information on all County Codes is found at the website below:

<http://ordlink.com/codes/lacounty/index.htm>

2.30 County Holiday(s)

New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

2.31 County Indemnities

County, its special districts, its officials, elected and appointed officers, employees, its agents and the State of California.

2.32 County Contract Administrator (CCA)

Person who has the responsibilities to oversee the day-to-day activities, inspections of any and all tasks, services, and other work provided by Contractor during the term of this Contract.

2.33 County Contract Director

Person designated by the County who has authority to make decisions for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Administrator.

2.34 Degree of Deviation

The maximum allowable degree of deviation from perfect performance or County established standard that is allowed for each required service before the County assesses fiscal deductions.

2.35 Department of Public Social Services (DPSS)

The Department within the County that manages the social service programs: CalWORKs, GAIN, General Relief, CalFresh and Medi-Cal.

2.36 DPSS Director

The Director of the County's Department of Public Social Services.

2.37 Dual Track

Participants may, with the approval of the GAIN case manager and case manager supervisor, shorten their job club/job search if it is determined that these services are not beneficial to the individual. Additionally, Participants with Learning Disabilities may qualify for Dual Track services. Dual Track refers to the delivery of combined services (e.g., job club and remedial education/literacy) to better serve the Participant. Dual Track Participants must meet specific qualifiers and may not be arbitrarily placed into Dual Track.

2.38 Electronic Countywide Accounting and Purchasing System (eCAPS)

The accounting system used by County's Auditor-Controller's office.

2.39 Eligibility Worker (EW)

The County employee who is responsible for a Participant's initial and ongoing eligibility determination for CalWORKs assistance.

2.40 Exemption

A condition or circumstance that excludes the recipient from participation in a welfare-to-work activity for as long as the condition or circumstance continues to exist, and is subject to frequent review by the case manager.

2.41 E2Lite

A web-based tool designed to collect disaggregate work participation rate (WPR) data manually. The primary purpose of the E2Lite sample is to gather data based on federal and state specified data elements necessary to determine if each case is meeting federal work participation rate requirements. The randomly selected sample cases are a representation of the overall WPR for Los Angeles County. It is expected that cases reviewed meet the Federal WPR, which currently stands at 50%.

2.42 Federal-Countable Activities

Welfare-to-Work Activities for Unsubsidized/Subsidized Employment, Work Experience, Work Study, On-the-Job-Training, Community Service, Job Search and Job Readiness Assistance/Services (six weeks per federal FY), Vocational Training (12 months only) Self-Initiated Program (12 months only), and/or Cal-Learn.

2.43 Federal Work Participation Rate

The Federal Work Participation Rate measures the degree to which TANF/CalWORKs families are working or engaged in Welfare-to-Work allowable or countable activities in sufficient hours that lead to employment. All work eligible adults must be engaged in an allowable or countable activity and meeting the participation hourly requirement at all times. The minimum rate of participation in Welfare-to-Work activities for "all-families" with a work-eligible adult is 50% and for two-parent families is 90%.

2.44 Financial Sanction

The penalty resulting in a W-t-W Participant's CalWORKs cash grant being reduced. Financial sanctions are imposed upon a Participant for failure or refusal to meet GAIN program requirements, without good cause, after compliance procedures have been unsuccessful.

2.45 Fiscal Year

County's Fiscal Year is a 12-month period beginning July 1st and ending the following June 30th.

2.46 Full-time

For W-t-W activities purposes, all non-exempt adults enrolled in at least 20 hours per week of Core W-t-W Activities and 12 to 15 hours per week in Core or non-Core W-t-W activities that will aid recipients in obtaining employment.

2.47 Full-Time Job (For Employment)

Working at least 32 hours per week for a single head of household and 35 hours per week for a two-parent household, in a job expected to last at least 30 days for a salary which would at least equate to the federal minimum wage, or to the State minimum wage, whichever is higher.

2.48 GAIN Employment Activity and Reporting System (GEARS)

GEARS, the acronym for "GAIN Employment Activity and Reporting System" is the automated data management system, used to support GAIN program in Los Angeles County, designed to track the GAIN Participant's employment, education, vocational and training activities; authorize payments; generate reports; maintain inventories of available resources; and provide program monitoring data.

2.49 GAIN Program Division

A division within DPSS assigned the responsibility for administration of the GAIN Program, also referred to as the CalWORKs and GAIN Division. The division may also provide technical assistance to the Contractor, when necessary, to ensure that GAIN program requirements are met.

2.50 GAIN Program Handbook

The handbook which details State and federal laws and regulations, County GAIN policies and procedures for delivering case management services to Los Angeles County GAIN W-t-W Participants, and subsequent updates are found at the website below:

<http://www.ladpss.org/dpss/gain/default.cfm>

2.51 GAIN Sanction Home Visit Outreach (GSHVO) Program

The GSHVO program provides outreach to Participants with or without specialized supportive services needs, who are at risk of being sanctioned or who are currently sanctioned.

2.52 GAIN Services Worker (GSW) and GAIN Services Supervisors

GAIN Services Worker is an employee of the DPSS GAIN Line Operations Division who directly provides case management services to GAIN W-t-W Participants. The GAIN Services Supervisor (GSS) an employee of DPSS GAIN Line Operations Division that directly supervises the GAIN Services Worker.

2.53 Global Reports

The monthly CalWORKs Adults by Welfare-to-Work Category report tracks and contains statistical information on the number of CalWORKs adult time-out cases, Welfare-to-Work exemption cases, sanction cases, and Welfare-to-Work engagement cases. It also tracks CalWORKs adult's engagement status in Welfare-to-Work activities. It is one of the Work Participation Rate tools used by DPSS to track the participation status of all mandatory CalWORKs Participants, track trends, and identify potential areas of service delivery improvements.

2.54 Good Cause

A "good cause" is an approved reason, as defined by DPSS, for a Participant who has failed or refused to participate in a W-t-W activity. A number of "good cause" reasons can excuse an individual from participating in GAIN for an extended period of time.

2.55 Greater Avenues for Independence (GAIN)

GAIN is the acronym for "Greater Avenues for Independence" program. County developed the GAIN program as a result of the W-t-W legislation. The GAIN program, County's W-t-W program, establishes a comprehensive system of services to assist CalWORKs applicants/recipients by providing effective training and employment services to help them transition from dependency on public assistance programs to economic self-sufficiency.

2.56 Job Club/Orientation/Vocational Assessment (JCOVA)

Intensive four-week Job Readiness & Career Planning Services Program geared towards the development of employment skills and successful job search techniques and if appropriate, enrollment in an educational/training program with the ultimate goal of obtaining, securing, and/or promoting to a long-term employment at a living wage.

2.57 Job Development

A GAIN activity consisting of 1) the identification and creation of employment opportunities for GAIN Participants, and 2) employment-seeking assistance provided to the GAIN Participant, on a one-on-one basis, by a person who has been trained or has experience as an employment counselor.

2.58 Job Placement Rate

In any given month the Job Placement Rate shall be the ratio of the Job Placement Count to the existing Caseload.

2.59 Job Placement Count

Job Placement Count is the sum of all registered Participants who are placed in a given month. Placement occurs when either of the two happens:

- a. A registered Participant enters a full-time or part-time employment with a new employer during the month and the Participant's employment information is entered into GEARS. If there are multiple entries of employment information for a Participant within a given month, only one entry will be counted.
- b. A newly referred Participant who is employed is entered into GEARS.
Subsidized employment will count as a placement but a grant-diversion or community service assignment will not count as a placement.

2.60 Job Services

Job skills workshops that are linguistically and culturally appropriate and focus on job seeking/interview skills, activities designed to promote motivation and self-esteem, and other job search and workfare project activities.

2.61 JobSMART

The Job Search Matching Assessment Referral and Tracking (JobSMART) database used by all Job Development staff to input and track job orders, organize business accounts, and match Participants with existing job orders.

2.62 Key Measures

Key Measures are tools to gauge the Contractor's progress in meeting or exceeding set standards as specified in Attachment A, Statement of Work, Section 8.0, Performance Requirements Summary (PRS), Subsection 8.2 Performance Outcome Areas and Key Measures.

2.63 LA LINK

LA LINK is a full service career center with offices throughout Los Angeles County. LA LINK focuses on unifying all Job Development efforts for W-t-W Participants. As such, only approved LA LINK marketing materials should be used to market job development activities and services to our business partners and Participants.

2.64 Learning Disabilities

A heterogeneous group of disorders manifested by significant difficulties in the acquisition and use of listening, speaking, reading, writing, reasoning, or mathematical abilities. These disorders are intrinsic to the individual and presumed to be due to a central nervous system dysfunction. Even though a learning disability may occur concomitantly with other handicapping conditions (e.g., sensory or mental impairment) or environmental retardation, social and/or emotional disturbance influences (e.g., cultural differences, insufficient/inappropriate instruction, psychogenic factors), it is not the direct result of those conditions or influences.

2.65 Life Skills Classes (LSC)

Life Skills Classes (LSC), a non-core activity, which provide GAIN Participants with practical tools for everyday life as well as coping strategies for difficult situations. Participants can attend a variety of classes which range from parenting/gang prevention parenting, to money and time management. The classes may be assigned as a bridging activity, a concurrent post-assessment activity, or as a concurrent activity with a Self-Initiated Program (SIP) to meet the minimum participation requirement of 32/35 hours per week. In addition, GAIN Vocational Assessors have been advised to include these activities in employment plans, as appropriate.

2.66 Los Angeles County Office of Education (LACOE)

The Contractor that provides County's GAIN W-t-W Job Club/Job Search activities and Vocational Assessment services for the GAIN W-t-W Participants.

2.67 Los Angeles County Office of Education (LACOE) Enhanced Job Club/Vocational Assessment

The Enhanced Job Club/Vocational Assessment GAIN staff is collocated with LACOE to assist with the GAIN Assessment process. During this process, this GAIN staff and LACOE staff will meet with the Participant prior to the assessment, actively participate during the assessment, and work with the Participant in developing the Participant's employment plan.

2.68 Los Angeles Eligibility Automated Determination Evaluation and Reporting System (LEADER)

LEADER, the acronym for "Los Angeles Eligibility Automated Determination Evaluation and Reporting System" is County's automated, client-based, fully integrated, on-line, interactive Graphical User Interface system. LEADER automatically determines welfare eligibility and benefits calculation and issuances for CalWORKs, General Relief, CalFresh and Medi-Cal programs; provides case maintenance and supportive functions; interfaces with the GEARS System, and fiscal reporting system.

2.69 Limited English Proficient (LEP)

LEP Participants are Participants who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies. Because of the language differences and inability to speak or understand English, LEP Participants are often excluded from programs, experience delays or denials of services, or receive care and services based on inaccurate or incomplete information.

2.70 Lesson Plan

A linguistically and culturally appropriate training plan that includes course content, course objectives, course length, presentation methods, sample pre/or post tests, materials provided to trainees and audio visual presentations and equipment to be used.

2.71 Mandated Forms

Required forms that must be used during the course of conducting case management business, and if necessary, translated for Participants and cannot be modified, such as Notices of Action. A Notice of Action is a written notice sent to Participants when there is an approval, change or denial of request for services.

2.72 Maximum Contract Sum

The maximum amount payable by County to Contractor under the contract.

2.73 Non-English Speaking

Persons whose primary language is other than English and whose language must be used to effectively communicate program information and requirements. Sign language is subject to this definition.

2.74 Non-Core Activities

The following components constitute non-core activities as defined by the State: 1) adult basic education, 2) general education development (GED), 3) English-as-a-Second Language (ESL), 4) job skills training directly related to employment, 5) education directly related to employment, 6) mental health, 7) substance abuse, 8) domestic violence services 9) vocational education/training beyond the limitation of 12 months, and 10) life skill classes, and 11) other activities necessary to assist the Participant in obtaining unsubsidized employment.

2.75 Non-Compliance Process

The process which the County uses to penalize Participants who fail to meet the requirements of the GAIN program. Although the mission of GAIN program is to increase participation and to work with the individual in achieving employment and dependency from CalWORKs, sanctions and non-compliance procedures can be an effective tool in securing participation when all other efforts fails.

2.76 On-The-Job Training (OJT)

OJT is subsidized employment in which a Participant receives job skills training from an employer. The employer receives partial reimbursement for wages paid during the training period. At the end of the training, it is expected that the Participant will be retained by the employer. Some service providers offer OJT, but in no case is DPSS directly responsible for the wage subsidy.

2.77 Orientation/Motivation

Orientation/Motivation session is the first day of JCOVA, however, this session can be a stand-alone activity if the Participant does not need to attend JCOVA. The purpose of motivational training is to raise Participants' self-esteem, identify existing transferable work-related skills, learn the concept of "it pays to work", and gain the confidence to perform in the local labor market.

2.78 Part-Time Employment

Working less than 32 hours per week for a single parent household or under a total of 35 hours per week for a two-parent household, in a job expected to last at least 30 days for wages which would at least equate to the federal minimum wage or to the State minimum wage, if higher.

2.79 Participant(s)

A person (registered or unregistered in the GAIN program) who is eligible to receive case management services including Supportive Services and Specialized Supportive Services.

2.80 Party(ies)

County and Contractor are the parties to this Contract.

2.81 Performance Outcomes

Three specific Performance Outcome Areas used to gauge the Contractor's progress in meeting or exceeding set standards as specified in Attachment A, Statement of Work.

2.82 Performance Requirements Standards (PRS)

Performance indicators as set forth in Attachment A, Statement of Work, Technical Exhibit A-1B (Performance Requirements Summary [PRS] Chart) that will be monitored by County to ensure service requirements are met by Contractor.

2.83 Post-Employment Services (PES)

Post-employment services are designed to help Participants stay employed and attain a better job with wages that enable self-sufficiency from CalWORKs dependency. The goal is to provide Participants with the information, resources and tools to retain unsubsidized employment improve career potential, and to achieve economic self-sufficiency at a living wage prior to exhausting their four-year lifetime limit. Arrays of post-employment services are offered.

2.84 Post Time-Limited Services (PTL)

Participants, whose 48-month lifetime clock expired and, therefore, are no longer eligible to CalWORKs, may request Post Time-Limited services. Participants may not be eligible for CalWORKs, but their children may remain eligible to cash aid.

2.85 Qualified Bilingual Employee

An employee who, in addition to possessing the necessary qualifications for the particular classification, is certified through a process approved or administered by the Contractor, and approved by the County, to be proficient in oral and/or written communication in the non-English language of the persons to be served. This definition also applies to an employee who is certified in the use of sign language.

2.86 Referral

A referral is made when the registration notice is mailed informing the Participant of his/her enrollment into the GAIN program, and scheduling him/her for an appraisal session.

2.87 Sanction

The term "sanction" applies when Participant fails or refuses, without good cause, to participate in a mandated activity associated with W-t-W requirements. A penalty that causes a reduction in the family's grant by removing a non-compliant Participant from the assistance unit (AU) for a period of time.

2.88 Self-Sufficiency

County's determination of the level at which a Participant becomes economically independent by obtaining a steady source of income that removes the need for welfare assistance.

2.89 Specialized Supportive Services

A range of confidential services offered to a Participant who discloses or is identified as having a barrier(s) to employment caused by problems with domestic violence, mental health, learning disability, and/or substance abuse. If a Participant needs Specialized Supportive Services (SSS) the Participant can be referred to a Service Provider who will help determine the best treatment plan.

2.90 Subcontract

A written agreement in which a Third Party agrees to provide the services or materials necessary to fulfill the Contractor's original Contract obligations.

2.91 Subcontractor

Any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations in accordance with Section 11, Terms And Conditions, Subsection 11.58, Subcontracting.

2.92 Supportive Services

Services (i.e. transportation, ancillary, child care, etc.) which GAIN will help to arrange or pay for, in order that a Participant may participate in GAIN activities, if other funding sources are not available.

2.93 Subsidized Employment

Employment in which a Participant's wage is provided by a subsidy.

2.94 TANF Research and Development Enterprise Project (RADEP)

A web-based data collection tool that collects federal TANF disaggregated data which is used by the federal Department of Health and Human Services to calculate the State of California's federal work participation rates. The TANF RADEP tool is used in conjunction with the E2Lite tool, as the review is similar.

2.95 Task(s)

Activities to be performed by Contractor under this Contract including those identified in Attachment A, Statement of Work.

2.96 Temporary Aid to Needy Families (TANF)

A Federally-funded cash assistance program provided for needy families known as CalWORKs in California.

2.97 Third Party(ies)

Person(s) or entity(ies) other than the Party(ies) (including any County employee or Contractor employee) not related to this Contract.

2.98 Unsubsidized Employment

Employment in which a Participant's wage is paid without a subsidy.

2.99 Volunteer Income Tax Assistance (VITA) Program

The VITA program is sponsored and administered by the Internal Revenue Service with the support of volunteers. The program assists low to moderate-income working families and individuals with free and reliable income tax assistance including tax preparation, Earned Income Tax Credit (EITC) and Child Tax Credit (CTC) filing, and financial literacy materials.

2.100 Vocational Assessment (VA)

Vocational assessment, is conducted during the third week of the JCOVA Program, is the process by which a professional, culturally aware assessor develops an individualized employment plan which leads a Participant to employment based on the culturally and linguistically appropriate evaluation of the Participant's existing skills, education level, employment goals, vocational assessment test results and local labor market information.

The following factors that limit the ability to work or participate are evaluated: work history, inventory of employment skills, knowledge and abilities; educational history, present educational competency level; level of English competency and primary language literacy level; need for supportive services; employability given current skills and local labor market conditions; physical limitations or mental conditions. This evaluation is to be used as a primary tool for developing the W-t-W plan.

2.101 Wage Rate

The average initial (entry level) hourly pay paid for all Participants who enter employment in a given month.

2.102 Welfare Fraud

A criminal act of deception and willful intent to illegally obtain funds from the County. The most frequent type of fraud is the GAIN Participant's failure to report his/her income. This includes earnings from employment and unearned income (e.g., child support, disability benefits, unemployment benefits, etc.).

2.103 Welfare-to-Work (W-t-W)

A federally mandated program, administered by CalWORKs Program and the GAIN Program, which seeks to provide case management services that enable a Participant to find living wage employment and become self-sufficient.

2.104 Welfare-to-Work (W-t-W) Activities

A list of allowable W-t-W activities to which the Participant may be assigned as specified under the CalWORKs program rules and regulations.

2.105 Welfare-to-Work (W-t-W) Plan

A plan developed with the Participant based on an assessment of the Participant's skills, education, and work history. The plan includes specific

activity assignments, the hours of participation, services and time frames for completing the assigned W-t-W activity. Additionally, the plan is used to guide the Participant into unsubsidized employment. Approved work activities include: English-as-a-Second Language training, unsubsidized employment, on-the-job training, job search and job readiness assistance, community service, work experience, vocational training, community service, mental health, substance abuse and domestic violence treatment services, and educational/job skills training directly related to employment.

W-t-W Plan: Activity Assignment

A binding agreement between a Participant and DPSS prepared by the Case Manager and executed when the Participant begins a new W-t-W activity, a concurrent activity with an existing activity, or a change is made to an existing activity.

2.106 W-t-W 25

CalWORKs Welfare-to-Work Monthly Activity Report that is submitted monthly to the California Department of Social Services, which provides monthly enrollment numbers, the number of Participant in various GAIN activities, non-participation information, supportive services, and post-employment data.

2.107 “Work First” Message

W-t-W Program’s primary focus is placing Participants rapidly into jobs.

2.108 Work Participation Rate Requirements

The number of hours per week a Participant is required to engage in W-t-W activities. Also, the percentage of Participants meeting the participation rates as required by federal regulations for states and counties.

2.109 Work Study (WS)

Work Study provides Participants with paid work while pursuing an educational program. To be eligible for Work Study, Participants must be enrolled in a post-secondary program that participates in a work study program. Work Study assignments are available on or off campus and may be with a private business, non-profit agency, or public agency.

2.110 Work Study in Public Agencies Program (WSPA)

The Work Study in Public Agencies (WSPA) Program allows CalWORKs students enrolled in a community college, at least part-time, to take part in a work study activity for up to 20 hours per week at a participating public agency. Students earn a wage above minimum wage.

3.0 ADMINISTRATION OF CONTRACT — COUNTY

All County personnel assigned to this Contract shall be under the exclusive supervision of County. A listing of all County administration referenced in the following Subsections is designated in Attachment E, County’s Administration. County will notify Contractor of any change in the names or addresses shown.

3.1 County Contract Director

County Contract Director will be responsible for oversight of the Contract. County Contract Director will provide direction to Contractor in the areas relating to County policy, information and procedural requirements and contractual and administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator (CCA).

3.2 County's Contract Administrator (CCA)

County will designate one person who will act as the County Contract Administrator (CCA) for the County. The responsibilities of the County Contract Administrator (CCA) include:

- 3.2.1 Overseeing the day-to-day administration of this Contract and ensuring that the objectives of this Contract are met;
- 3.2.2 Negotiating nonmaterial changes with the Contractor pursuant to Contract, Section 11.0, Terms and Conditions, Subsection 11.6.1;
- 3.2.3 Providing direction/serving as liaison to the Contractor in areas relating to policy, information, and procedural requirements.
- 3.2.4 Having full authority to monitor the Contractor's performance in the daily operation of this Contract and any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- 3.2.5 Meeting with Contractor's Contract Manager on a regular basis.

County will inform the Contractor of the name, address, and telephone number of the CCA, in writing, at the time this Contract is awarded, and at any time thereafter a change of CCA is made.

4.0 ADMINISTRATION OF CONTRACT — CONTRACTOR

A listing of all Contractor administration referenced in the following Subsections is designated in Attachment F, Contractor's Administration. Contractor shall notify County of any change in the names or addresses shown.

4.1 Contractor's Contract Manager

Contractor shall provide a full-time Contract Manager who is an employee of Contractor and acts as the primary liaison with DPSS. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Manager.

Contractor Manager shall be:

- 4.1.1 Responsible for the overall management of all the tasks and services related to this Contract, and shall work with County management on program strategy, direction, changes, and budget issues;
- 4.1.2 Responsible for the coordination of all the administrative functions, completion of tasks and services as related to this Contract and shall coordinate with CCA on a regular basis;

4.1.3 Available to respond to the County's verbal inquiries within 24 hours.

4.2 Contractor's Personnel

Contractor shall assign a sufficient number of full-time permanent personnel that are employees of Contractor. Assigned personnel shall be:

4.2.1 Qualified to complete the tasks and services needed for case management services in the GAIN Region office.

4.2.2 Available at their assigned designated work site for the duration of their individual assignments.

4.3 Approval of Contractor's Staff

County reserves the right, at its sole discretion, to approve all of Contractor's staff performing work hereunder and to require Contractor to make any proposed changes in Contractor's staff, including, but not limited to, Contractor's Manager.

4.4 Removal of Unsatisfactory Personnel

4.4.1 County shall have the right, at its sole discretion, to require Contractor to remove any Contractor employee, Subcontractor or independent contractor from the performance of services under this Contract.

4.4.2 At the request of County, Contractor shall immediately replace said personnel.

4.4.3 Contractor shall ensure that the individual's duties are satisfactorily performed until a replacement is obtained. Replacement of Contractor's staff does not relieve Contractor of any of its responsibilities under this Contract.

4.5 Rules and Regulations for Contractor's Staff

4.5.1 During the time that Contractor's employees, Subcontractors or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons with such rules and regulations. In the event that County determines that an employee or agent of Contractor has violated any applicable rule or regulation, County or its designee shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, Subcontractor or agent from the provision of services upon receipt of written notice from County or its designee that: (i) such employee, Subcontractor or agent has violated such rules or regulations; or (ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee or agent may adversely affect the delivery of services. Upon removal of any employee, Subcontractor or agent, Contractor shall immediately

replace the employee or agent and continue uninterrupted services hereunder.

- 4.5.2 All Contractor employees who are receiving public assistance shall meet their reporting responsibilities to County. All of Contractor's employees shall maintain the confidentiality of all records obtained from County under the Contract in accordance with all applicable County, State and federal laws, ordinances, regulations and directives relating to confidentiality, under State law, including without limitations, Welfare & Institutions Code, Section 10850 et seq. Further, such Contractor's employees shall not have any access to County's records of friends, relatives, business relations, personal acquaintances, tenants, or any other individuals whose relationship could reasonably influence their conduct or performance on the job. Limiting access to these records includes not allowing individuals access to information that could be used to determine eligibility for public assistance. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.

4.6 Contractor's Staff Identification

- 4.6.1 Contractor, at Contractor's cost, shall provide all staff assigned to this Contract a visible photo identification badge in accordance with County specifications. Identification badge specifications may change at the sole discretion of County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 4.6.2 Contractor shall notify County within one business day when staff is terminated from work under this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from work under this Contract.
- 4.6.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor staff's identification badge at the time of removal from work under this Contract.

4.7 Background and Security Investigations

- 4.7.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall use its discretion in determining the method of background clearance to be used, which may include but is not limited

to fingerprinting. The background check shall, at a minimum, meet the requirements of subsections 4.7.2, 4.7.3 and 4.7.4. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

4.7.2 Contractor shall be responsible for ensuring that Contractor staff working on this Contract has no convictions for the following offenses:

- Blackmail;
- Bribery;
- Burglary;
- Crimes Against Children and Elders;
- Embezzlement, including theft of public funds;
- Extortion;
- Falsification of Financial Statements and/or Public Records;
- Forgery;
- Grand Theft;
- Mass Murder;
- Rape, including Sexual Battery;
- Robbery;
- Sale of Narcotics and/or Dangerous Drugs (includes intent to sell); and
- Welfare fraud

4.7.3 Contractor shall verify the above by conducting background checks via Live Scan or another method which includes at a minimum the following searches:

- U.S. Criminal Records Search;
- County and/or Statewide Criminal Record Search;
- Federal Criminal Record Search;
- Driving Record Search; and/or
- Sex Offender Database Search

If a method other than Live Scan is used, the background check shall be conducted prior to working on this Contract, upon promotion and no less frequently than every three years.

4.7.4 Contractor staff working on this Contract shall complete and sign Attachment AA, Criminal Conviction Information Notice and Certification prior to working on this Contract, upon promotion and no less frequently than every three years.

4.7.5 Contractor shall notify County immediately of convictions of Contractor staff working on this Contract for any of the offences listed in subsection 4.7.2. County may request that Contractor's staff who are subsequently convicted of the crimes listed in subsection 4.7.2 be

immediately removed from working on the County Contract at any time during the term of this Contract.

- 4.7.6 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 4.7.7 Disqualification, if any, of the Contractor's staff, pursuant to this Subsection 4.7, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

5.0 WORK: APPROVAL AND ACCEPTANCE

- 5.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work and Technical Exhibits.
- 5.2 If the Contractor provides any tasks, services, or other work, other than as specified in this Contract, it shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 5.3 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract. At a minimum, Contractor shall adhere to the standards set forth in the Auditor-Controller Contract Accounting and Administration Handbook, which is incorporated herein by reference and is available at: www.ladpss.org/dpss/contracts.

6.0 TERM OF CONTRACT

- 6.1 The term of this Contract shall be from August 1, 2012, or one day following Board approval, whichever is later, and shall expire on June 30, 2014, unless sooner terminated or extended in whole or in part, as provided in this Contract.
- 6.2 The Contract term may be extended for a period of six months, at the County's sole discretion, by delegated authority by the Director of DPSS in the event such time is necessary to complete a contract solicitation process. To effectuate this extension, it shall require a written amendment to the Contract, which is formally executed by the parties.
- 6.3 The Contract is subject to County's right to terminate earlier for convenience, non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program and the County's Living Wage Program, changes in legal requirements regarding the GAIN Program, and changes that eliminate or substantially reduce the County's legal requirements for the GAIN Program.

6.4 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

6.5 Six-Month Expiration Prior Notification

Contractor shall notify DPSS when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to CCA.

7.0 MAXIMUM CONTRACT AMOUNT

7.1 Maximum Contract Sum

7.1.1 The Maximum Contract Sum is \$22,305,549 for the entire term of this contract.

7.1.2 The Maximum Contract Sum is divided into the following sub-maximums not to exceed amounts:

- Maximum compensation amount of this Contract for basic services is \$21,462,830, based on a flat monthly rate of \$933,167.
- The maximum compensation amount for the computer system development and implementation is \$460,776.
- The maximum compensation amount of this Contract for the Volunteer Income Tax Assistance (VITA) program services is a total of \$60,000 for 2013 and 2014 tax seasons, dependent upon availability of funding.
- The maximum amount for performance incentives under this Contract is \$321,943.

7.1.3 Contractor shall pay any and all taxes as are now in effect or shall hereafter be imposed or levied that may be applicable to this Contract or any of the work performed hereunder, including payroll (including FICA), income, and sales/use taxes. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold County harmless from, any and all sales/use tax claims arising hereunder.

7.1.4 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any work, goods or services provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, Contractor shall immediately notify and repay all such funds to County. Payment by County for services rendered after expiration or termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

7.1.5 Contractor shall maintain a system of record keeping that will enable Contractor to determine when it has incurred 75 percent of the

Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to CCA that it has incurred 75 percent of the Maximum Contract Sum.

7.2 Basic Compensation

7.2.1 Contractor shall be compensated at a flat monthly rate for performing and operating all aspects of the requirements of this Contract other than VITA services and the computer system development and implementation (e.g. case management, job placement, post employment services, etc.).

7.2.2 This basic compensation rate will be made to the Contractor in arrears on a monthly basis at the flat monthly rate of \$933,167 per month. However, this basic compensation rate will be subject to performance deductions as specified hereunder. Furthermore, the flat monthly rate will be subject to a one and one-half (1.5) percent deduction should filled staffing positions fall below 97 percent of staff positions specified in Attachment B-1, Contractor's Budget and Employee Benefits. A position is filled if an employee is occupying the position on the last business day of the month or if the position was occupied for a simple majority of the business days of the month, provided that Contractor may not move staff among GAIN Services Worker (GSW) or GAIN Services Supervisor (GSS) positions during the month to satisfy this requirement.

7.3 VITA Program Services

For the 2013 and 2014 tax seasons, Contractor shall provide services as detailed in Attachment A, Statement of Work, Section 5.0, hereunder.

7.4 Adjustments to Flat Monthly Rate

At County's sole discretion, the Contractor's flat monthly rate may be adjusted via an amendment, in accordance with this Contract, Section 11, Terms and Conditions, Subsection 11.6, Changes and Amendments during the Contract term due to a change in the caseload size or a change in federal, State, and/or County program requirements. When County opts to make an adjustment due to a program change, County may meet with the Contractor to discuss how this may impact the Contractor's ability to meet the Contract's performance standards.

8.0 INVOICES AND PAYMENT PROCESS

8.1 Invoices

8.1.1 Contractor shall prepare its invoice (an original and one copy) in the same format and report the same information as shown on the sample invoice in Attachment A, Statement of Work, Technical Exhibit A-9, Sample Monthly Invoice and any other information requested by the CCA.

- 8.1.2 Contractor shall prepare separate monthly invoices for services provided during the VITA season for February 1, 2013 through March 31, 2013 and February 1, 2014 through March 31, 2014 (an original and one copy) in the same format and report the same information as shown on the sample invoices in Attachment A, Statement of Work, Technical Exhibit A-10, Sample CalWORKs VITA Invoice Program and Technical Exhibit A-11, Sample Food Stamp/Medi-Cal VITA Invoice, and any other information requested by the CCA.
- 8.1.3 Contractor may invoice up to a maximum of \$15,000 per month for VITA services.
- 8.1.4 Contractor shall submit its invoices to County, monthly in arrears, for providing services for which payment is due. For invoicing purposes, the Contractor shall clearly identify this Contract as "GAIN Case Management Services."
- 8.1.5 Contractor shall submit its invoices along with its supporting documents, required Monthly Management Report (MMR), and required Living Wage information to the CCA within 15 calendar days after the end of the reporting month in which services were provided or payment may be delayed.
- 8.1.6 If so requested by County, Contractor shall submit an invoice for June services in the month of June as this is a fixed-fee-contract. Any adjustment shall be added or deducted for the next invoice, as appropriate.
- 8.1.7 Contractor shall invoice County for computer system development and implementation as set forth in Attachment B-2 in three equal monthly installments of \$153,592 for August, September and October 2012 on the sample invoice in Attachment A, Statement of Work, Technical Exhibit A-9, Sample Monthly Invoice.

8.2 Payment Process

- 8.2.1 Basic compensation payments will be made monthly in arrears, at the amounts specified in this Contract, provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice with all required documentation attached.
- 8.2.2 The CCA reviews all invoices and attachments submitted by Contractor for accuracy as to form and content and for any discrepancies, makes payment adjustments as allowed by Contract (i.e., for incentives or deductions, etc.) and authorizes payment for the invoice as soon as possible after receipt of the Contractor's billing.
- 8.2.3 If Contractor fails to submit accurate, complete, timely and properly certified MMR, adequate supporting documentation and/or required Living Wage information, the County may withhold a percentage of the payment up to the full amount of any invoiced payment that would

otherwise be due to Contractor, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation. A certified report is a report that meets the specific criteria or contains specific information as established by County.

8.2.4 The CCA will issue a Contract Discrepancy Report (CDR) to Contractor within 20 calendar days of receipt of invoice if payment amounts are disputed by County. If Contractor disagrees with the disputed payment amounts, Contractor may submit a written explanation reasonably detailing Contractor's dispute within ten business days of receipt of the CDR. If a written response is not received from Contractor within ten business days of County's notice to Contractor of a CDR, County's payment will be made less the disputed charges and Contractor waives any right to dispute the CDR and the unpaid amounts.

8.2.5 County shall review the invoice/attachments and make payment adjustments as allowed by Contract (i.e., for incentives or deductions, etc.) and authorize payment of an accurate invoice. County will make a reasonable effort to effect payment to Contractor within 30 calendar days from receipt of a complete and accurate invoice that is accurate as to form and content. In no event shall County be liable or responsible for any payment prior to such approvals being obtained.

8.3 Payment Limitation

8.3.1 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

8.3.2 Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

8.4 Payment Withholdings

8.4.1 County may delay the last payment due hereunder until six months after the termination of the Contract. The Contractor shall be liable for payment within 30 calendar days of written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.

8.4.2 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or

under the Contract, except for any claims specifically described in detail in such release.

8.5 No Payment in Event of Default

8.5.1 If this Contract is terminated by County for default as provided in Paragraph 11.0, Terms and Conditions, Subsection 11.63 Termination for Default then, without excusing such default, and without prejudice to any other rights of County in this Contract or as provided by law, Contractor shall be entitled to none of the sums not paid theretofore.

8.5.2 If such termination by County is as a result of failure by Contractor to timely achieve a deliverable considered critical as determined by County Contract Director, in his discretion, then, without excusing such default, and without prejudice to any other rights of County in this Contract or as provided by law, Contractor shall immediately repay to County the entire amount that Contractor has received from County.

9.0 PERFORMANCE INCENTIVES AND DEDUCTIONS

The County's goal is to assist W-t-W Participants in overcoming barriers to employment and achieving self-sufficiency. The Contractor is encouraged to strive toward, and once achieved, maintain this goal through fiscal incentive payments. The fiscal incentives and deductions are as follows:

Commencing with the first month of direct services, the Contractor's performance will be monitored for every three-month period (e.g., first period, August 2012 through October 2012) in the following three Performance Outcomes, as specified in Attachment A, Statement of Work, Technical Exhibit A-1:

- Outcome 1. Work Participation Rate – Every three months, achieve a Work Participation Rate of 50% for work-eligible TANF Participants.
- Outcome 2. Sanction Rate – Every three months, achieve a sanction rate of 16.50% or lower.
- Outcome 3. Employment Rate – Every three months, achieve the target employment rate of 33%.

These Performance Outcomes are to be consistent with the GAIN Program Handbook, County and/or State/federal priorities. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Performance Outcomes via a contract amendment, as detailed under Subsection 11.6 herein. Attachment A, Statement of Work, Section 8.0, Performance Requirement Summary, Subsection 8.2, Performance Outcome Areas and Key Measures, provides additional information regarding these Performance Outcomes. These Performance Outcomes are subject to change based on the GAIN Program and the County goals. When such changes occur, the County will meet with the Contractor to discuss the changes and determine how such changes impact Contractor's ability to meet the performance standards. Such discussions will be considered in assessing whether deductions may be waived, as specified hereunder.

9.1 Performance Incentive Payments

The Contractor shall be eligible to receive a maximum of one and one-half percent of the flat monthly rate per month in performance incentive payment under the following provisions:

9.1.1 The Contractor performs satisfactorily in the Performance Outcomes included in Attachment A, Statement of Work, Technical Exhibit A-1 Performance Outcomes Summary Chart; and.

9.1.2 The incentives are allowable per State and federal regulations.

9.1.2.1 For Performance Outcome 1, or Performance Outcome 2, or Performance Outcome 3, pursuant to Attachment A, Statement of Work, Technical Exhibit A-1 Performance Outcomes Summary Chart, if the Contractor's performance exceeds the required standards for each Performance Outcome, in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one quarter percent of one month of the flat monthly rate amount for each Performance Outcome.

9.1.2.2 If the Contractor's performance far exceeds the required standard for each Performance Outcome, in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one-half percent of one month of the flat monthly rate amount for each Performance Outcome.

9.1.2.3 A determination of "exceeds" is if the Contractor's performance rate is five percent higher than the required standard. A determination of "far exceeds" is if the Contractor's performance rate is ten percent higher than the required standard.

9.1.3. If the Contractor's performance in one of the three Performance Outcomes far exceeds the required standards in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one-half percent of the flat monthly rate amount for each month in the three-month evaluation period.

9.1.4 If the Contractor's performance in two of the three Performance Outcomes far exceeds the required standards in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one percent of the flat monthly rate amount for each month in the three-month evaluation period.

9.1.5 If the Contractor's performance in three of the three Performance Outcomes far exceeds the required standards in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one and one-half percent of the

flat monthly rate amount for each month in the three-month evaluation period.

- 9.1.6 The Contractor's performance is subject to County verification. Any credited payments for positive outcomes in these three Performance Outcomes that are subsequently found to be unwarranted shall be adjusted from a subsequent invoice.

9.2 Performance Deductions

No deductions will be assessed for not meeting WPR, until after the 50 percent target is reached in either Region II or Region VII. Thereafter, beginning with the succeeding quarter the Contractor shall be assessed financial deductions and the flat monthly rate amount reduced under the following provisions:

- 9.2.1 If the Contractor does not achieve one of the three Performance Outcomes in the three-month evaluation period, Contractor shall receive a performance deduction equal to one-half percent of one month's flat monthly rate amount for each month in the three-month evaluation period.
- 9.2.2 If the Contractor does not achieve two of the three Performance Outcomes in the three-month evaluation period, Contractor shall receive a performance deduction equal to one percent of one month's flat monthly rate amount for each month in the three-month evaluation period.
- 9.2.3 If the Contractor does not achieve three of the three Performance Outcomes in the three-month evaluation period, Contractor shall receive a performance deduction equal to one and one-half (1.50) percent of one month's flat monthly rate amount for each month in the three-month evaluation period.
- 9.2.4 The County shall waive the deduction on Performance Outcomes if the Contractor meets the Degree of Deviation in all of the Key Measures as specified in Attachment A, Statement of Work, Technical Exhibit A-1A, Key Measures Summary Chart.
- 9.2.5 The County, at its sole discretion, reserves the right to waive these deductions.

Contractor's performance in each of the three outcomes areas shall be determined by averaging the performance monitoring results for the three-month evaluation period.

9.3 Fiscal Sanctions

- 9.3.1 If the County does not achieve the federal Work Participation Requirements in any federal Fiscal Year (FY) covered by the period of this Contract as required by federal law and, as a result, is subject to a fiscal sanction, and Contractor's work participation rate is below the work participation rate obtained by County operated Regions as specified in Attachment A, Statement of Work, Technical Exhibit A-1B, PRS, the

Contractor shall be required to pay a proportionate amount of the sanction.

- 9.3.2 Contractor's sanction shall be prorated based on the total number of calendar months Contractor provided services in the federal FY sanction period under this Contract. The sanction amount shall be equal to the total fiscal sanction levied on County, multiplied by Contractor's proportionate percentage of County's total caseload, or for the federal FY for which the sanction is imposed.
- 9.3.3 County shall be entitled to indemnification for such sanction pursuant to Section 11.0, Terms and Conditions, Subsection 11.22, Contractor's Indemnification of County. The Contractor's obligation to indemnify the County hereunder shall survive the termination or expiration of this Contract for any federal or State claim that arises.
- 9.3.4 In the event a fiscal sanction is imposed upon County, Contractor shall cooperate and actively participate with County in validating efforts or circumstances beyond the control of either party and validating the degree of success or progress in meeting the overall participation requirement of all Assistance Units.

10.0 TIMELY COMPLETION

Contractor must be aware that time is of the essence in the provision and completion of the work provided to County as stipulated in this Contract, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Contract.

11.0 TERMS AND CONDITIONS

The table of contents, list of exhibits, captions, Section and Subsection titles are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of any of the provisions of this Contract.

11.1 Assignment and Delegations

- 11.1.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 11.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s),

corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of County in accordance with applicable provisions of this Contract.

- 11.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS' express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

11.2 Audit Settlement

If, at any time during the term of the Contract or within five years after the expiration or termination of the Contract, authorized representatives of County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by County to the Contractor, then Contractor agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the Contractor to County by cash payment, or 2) at the County's option, credited against any future payments due by the County to the Contractor, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Contract exceed the Maximum Contract Sum or the funds appropriated by County for the purpose of this Contract.

11.3 Authorization Warranty

Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

11.4 Budget Reductions

In the event that the County's Board adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of the Contract (including any extensions), and the services to be provided by Contractor under the Contract shall be reduced

correspondingly. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in this paragraph, Contractor shall continue to provide all of the services set forth in this Contract.

11.5 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies Attachment J, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tiered Covered Transaction, (45 C.F.R. Part 76), that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge none of its Subcontractors, at any tier, or any owner, officer partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

11.6 Changes and Amendments

County reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 11.6.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County Contract Administrator and the Contractor's Contract Manager.
- 11.6.2 For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board and the Contractor except as provided in this Section's Subsection 11.6.3 herein below.
- 11.6.3 The DPSS Director may prepare and sign amendments to the Contract without further action by the Board if the amendment is to exercise an option to extend the term of the Contract and/or to update terms to reflect County, State or federal rules, regulations or policies and the

DPSS Director has been given delegated authority for that extension. The DPSS Director may prepare and sign other amendments to the Contract without further action by the Board if each of the following conditions is met:

- 11.6.3.1 Amendments shall be in compliance with applicable County, State and federal regulations;
- 11.6.3.2 The Board has appropriated sufficient funds in the DPSS Budget;
- 11.6.3.3 The amendment is for a decrease in Contract costs, or the amendment is for an increase of no more than ten percent of the total original Contract amount, and is necessitated by additional and necessary services;
- 11.6.3.4 DPSS shall obtain the approval of County Counsel or designee for an amendment to this Contract; and
- 11.6.3.5 DPSS Director will file a copy of all amendments with the Chief Executive Office within ten business days after execution of each amendment.

11.7 Changes of Address

Either party can designate a new address by giving written notice to the other party.

11.8 Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" [SB 1262, Chapter 919] increased Charitable Purposes Act requirements. Contractor shall complete the certification in Attachment N, Charitable Contributions Certification. By requiring contractors to complete this certification, County seeks to ensure that all County contractors which receive or raise charitable contributions comply with the California law in order to protect County and its taxpayers. By receiving or raising charitable contributions without complying with its obligations under California law, Contractor commits a material breach of this Contract, subjecting it to either Contract termination or debarment proceedings or both (County Code Chapter 2.202).

11.9 Child/Elder Abuse/Fraud Reporting

11.9.1 Contractor staff working on this Contract shall comply with California Penal Code (PC) Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

- 11.9.2 Child abuse reports shall be made by telephone within 24 hours to the Department of Children and Family Services hotline at (800) 540-4000.
- 11.9.3 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 11.9.4 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County within three business days.

11.10 Complaints of County

- 11.10.1 Contractor shall provide County with Contractor's policy for receiving, investigating and responding to County complaints within 30 business days after Contract's effective date.
- 11.10.2 Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints as follows:
 - a. County will review Contractor's policy and provide Contractor with CCA approval of said plan or with requested changes.
 - b. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days.
 - c. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to CCA for approval before implementation.
 - d. Contractor shall preliminarily investigate all complaints and notify CCA of the status of the investigation within five business days of receiving the complaint.
 - e. When complaints cannot be resolved informally, Contractor shall develop a system of follow-through which adheres to formal plans for specific actions and strict time deadlines.
 - f. Copies of all written responses shall be sent to CCA within three business days of mailing to the complainant.

11.11 Completion of Contract

60 calendar days prior to expiration of this Contract (or shorter time period as determined by County), Contractor shall allow County or newly selected Contractor a transition period for orientation purposes and the orderly transition of Contractor's current operation without additional costs to County. Contractor

shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If Contractor fails to adhere to the above work and standards, the County shall have the right to withhold 50 percent to 100 percent of the last two months' payments as liquidated damages.

11.12 Compliance with Applicable Law

11.12.1 Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Service (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 an Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
10. Various State regulations and releases listed on several attached Exhibits.

11.12.2 Contractor shall maintain all licenses required to perform the Contract. Contractor shall indemnify, defend, and hold County harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the Contractor of such laws, rules, regulations, ordinances or directives, provisions, licenses and permits, including, but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination Compliance with Auditor-Controller Contract Accounting and Administration Handbook.

11.13 Compliance With Auditor-Controller Contract Accounting and Administration Handbook

Contractor shall comply, at a minimum, with the requirements set forth in the Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook which is incorporated herein by reference and available at:

www.ladpss.org/dpss/contracts.

11.14 Compliance with Civil Rights Law

- 11.14.1 The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. Contractor shall adhere to Attachment G, Contractor's EEO Certification and to Attachment H, Contractor's Non-Discrimination in Service Statement.
- 11.14.2 In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Right Handbook, which was developed in compliance with the Resolution Contract between Los Angeles County and the federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Contract along with all other mandated federal and State requirements that must be adhered to by DPSS, its Contractors and Subcontractors. They include, but are not limited to the following:
- 11.14.2.1 Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training;
 - 11.14.2.2 Effectively identifying the Participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or similar form the Contractor already has in place. (Note: Similar forms that the Contractor uses shall have DPSS approval prior to its use.
 - 11.14.2.3 Ensuring that notices sent to Participants are in their respective designated/preferred language;
 - 11.14.2.4 Providing interpreters so that DPSS can ensure meaningful access to services for all Participants;
 - 11.14.2.5 Maintaining records that include any Civil Rights related correspondence pertaining to Participants, and documenting in the records whether language services and ADA accommodations were provided;
 - 11.14.2.6 Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and

11.14.2.7 Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

11.15 Compliance with County's Jury Service Program

11.15.1 Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code a copy of which is attached as Attachment M, and incorporated by reference into and made a part of this Contract.

11.15.2 Written Employee Jury Service Policy

- a. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual Jury Service. The policy may provide that employees deposit any fees received for such Jury Service with Contractor or that Contractor deducts from the employee's regular pay the fees received for Jury Service.
- b. For purposes of this Subsection, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12 month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:
 - (i) the lesser number is a recognized industry standard as determined by County; or
 - (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time.Full-time employees providing short-term, temporary services of 90 days or less within a 12 month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform Services for County under this Contract, Subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such

Subcontract contract and a copy of the Jury Service Program shall be attached to this Contract.

- c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion that Contractor demonstrates to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Subsection of this Contract shall constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

11.16 Compliance with County's Living Wage Program

11.16.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is in Attachment U, County of Los Angeles – Living Wage Ordinance, and incorporated by reference into and made a part of this Contract. Contractor shall complete and sign Attachment P, County of Los Angeles Living Wage Program-Payroll Statement of Compliance.

11.16.2 Payment of Living Wage Rates

- 11.16.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to

the County, including, without limitation, "Travel Time" as defined below in Subsection 11.16.2.5 in this Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

11.16.2.2 For purposes of this Subsection, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under the Contract. If Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall be subject to the provisions of this Subsection.

The provisions of this Subsection shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means an individual, who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

11.16.2.3 If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

11.16.2.4 If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing

obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. County may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the timeframe permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

11.16.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) with respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

11.16.3 Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County monitoring reports certified by the Contractor's Contract Manager at a frequency instructed by County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage

rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports, including Attachment R, Contractor Staffing Plan, shall be submitted on forms provided by the County and contain the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

11.16.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

11.16.5 County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, the County may audit, at Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

11.16.6 Notifications to Employees

Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's employees are working. Contractor shall also distribute County-provided notices to each of its employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

11.16.7 Enforcement and Remedies

If Contractor fails to comply with the requirements of this Subsection, County shall have the rights and remedies described in this Subsection in addition to any rights and remedies provided by law or equity.

11.16.7.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports

If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated

damages from any payments otherwise due Contractor.

- c. Termination. Contractor's continued failure to submit accurate, complete, timely, and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

11.16.7.2 Remedies for Payment of Less than the Required Living Wage

If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. County may deduct

any assessed liquidated damages from any payments otherwise due Contractor.

- c. Termination. Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

11.16.7.3 Debarment

In the event Contractor breaches a requirement of this Subsection, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach in accordance with Attachment T, (Title 2, Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance.

11.16.8 Use of Permanent Full-Time Employees

Contractor shall assign and use permanent full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of County that it is necessary to use permanent non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use permanent or temporary non-full-time employees for services provided under the Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a permanent full-time employee staffing plan. If Contractor changes its permanent full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

11.16.9 Contractor Retaliation Prohibited

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity or person. A violation of the provisions of this Subsection may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

11.16.10 Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County,

Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

11.16.11 Neutrality in Labor Relations

Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

11.17 Conflict of Interest

11.17.1 No County employee whose position with County enables such employee to influence the award or conduct of this Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of, nor any individual possessing any direct or indirect financial interest in Contractor, may in any way participate in County's approval, or ongoing evaluation of such work, or in any way attempt to influence County's approval or ongoing evaluation of such work.

11.17.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection shall be a material breach of this Contract.

11.18 Consideration of Hiring County Employees Targeted for Layoff and/or Re-Employment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give **first consideration** for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Contract.

11.19 Consideration of Hiring GAIN/GROW Program Participants

Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for such employment openings to Participants in County's DPSS GAIN program or

GROW program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration shall mean that Contractor shall interview qualified candidates. County will refer GAIN/GROW Participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW Participants are available for hiring, County's employees shall be given first priority according to Attachment L, Attestation of Willingness to Consider GAIN/GROW Participants.

11.20 Contractor Employee Acknowledgment and Confidentiality Agreement

Contractor shall maintain the confidentiality of all records obtained from County under the Contract in accordance with all applicable federal, State or local laws, ordinances, regulations, and directives relating to confidentiality. Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of the Contract. Contractor shall cause each employee performing services covered by the Contract to sign and adhere to Attachment K, Contractor Employee Acknowledgment and Confidentiality Agreement.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County DPSS so designated without written authorization from DPSS.

11.21 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at contractor's place of business, (Attachment X). Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business.

11.22 Intentionally Omitted

11.23 Contractor's Responsibility and Debarment

11.23.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is County's policy to conduct business only with responsible Contractors.

11.23.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Attachment T, Title 2, Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance, if County acquires information concerning the performance of Contractor on this

Contract or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

11.23.3 Non-responsible Contractor

County may debar a contractor if the Board finds, in its discretion, that contractor has done any of the following: (i) violated any term of a contract with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

11.23.4 Contractor Hearing Board

- a. If there is evidence that Contractor may be subject to debarment, DPSS will notify Contractor of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- b. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- d. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the

debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.

- e. Contractor Hearing Board will consider a request for review of a debarment determination only where: (i) Contractor has been debarred for a period longer than five years; (ii) the debarment has been in effect for at least five years; and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- f. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

11.23.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

11.24 Contractor's Warranty of Adherence to County's Child Support Compliance Program

11.24.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

11.24.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this

Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance (Code Section 1088.5), and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

11.25 County's Quality Assurance Plan

County or its agent will evaluate the Contractor's performance under this Contract on, no less than, an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms including but not limited to Performance Requirements Standards in Attachment A, Statement of Work, Technical Exhibit A-1B (Performance Requirement Summary Chart). Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other remedies as specified in this Contract.

11.26 Covenant Against Fees

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

11.27 Damage to County Facilities, Buildings or Grounds

11.27.1 Subject to prior County approval by CCA, Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees, Subcontractors or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

11.27.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may deduct all such additional costs from any amounts due to Contractor from County, whether under this Contract or otherwise at its option, deduct such costs from any amounts due to Contractor from County.

11.28 Disclosure of Information

Contractor shall not disclose any details in connection with this Contract to any party or entity, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain it, County will not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

- 11.28.1 Contractor shall develop all publicity material in a professional manner.
- 11.28.2 During the course of performance on this Contract, the Contractor, its employees, agents, and Subcontractors shall not publish or disseminate any commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of DPSS' Director. In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or Participant of services provided by DPSS. County shall not unreasonably withhold written consent.
- 11.28.3 Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 11.28 shall apply.

11.29 Disputes

- 11.29.1 Contractor and DPSS agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this subsection hereunder.
- 11.29.2 Contractor and DPSS agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, unless County at its sole discretion consents performance should be delayed by either DPSS or Contractor, as a result of such dispute. For the purpose of the subsection consent of County shall be indicated in writing.
- 11.29.3 If Contractor fails to continue, without delay, its performance hereunder which County determines should not be delayed as a result of such dispute, then any additional costs which may be incurred solely by Contractor or by County as a result of Contractor's failure to continue to perform shall be borne solely by Contractor. Contractor shall make no claim whatsoever against County for such Contractor incurred costs.

11.29.4 Dispute Resolution Procedures

- 11.29.4.1 Any disputes between County and Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA.

11.29.4.2 In the event that CCA is unable to resolve the dispute within a reasonable time, then the matter shall immediately be submitted to the County Contract Director for further consideration and discussion to attempt to resolve the dispute.

11.29.4.3 In the event that the dispute cannot be resolved within a reasonable time then, the matter shall immediately be submitted to Contractor's President or Chief Executive Officer and to County's DPSS Director for further consideration and discussion to attempt to resolve the dispute mutually.

11.29.4.4 However, the dispute shall be ultimately resolved by the County's DPSS Director with his decision being final.

11.30 Employee Safety

Contractor will assure that Contractor's employees:

11.30.1 Are covered by an effective Injury and Illness Prevention Program.

11.30.2 Receive all required general and specific training on employee safety.

11.31 Employment Eligibility Verification

11.31.1 Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including the Immigration Reform and Control Act of 1986 (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

11.31.2 Contractor shall indemnify, defend, and hold harmless County, its agents, officers, and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

11.32 Federal Fair Labor Standards Act

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including wages,

overtime pay, liquidated damages, deductions, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, FLSA, for work performed by Contractor's employees for which County may be found jointly or solely liable.

11.33 Force Majeure

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the County shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, County shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

11.34 Governing Law, Jurisdiction and Venue

11.34.1 This Contract shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California.

11.34.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment. Further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

11.34.3 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

11.35 Governmental Observations

Federal, State, and/or County, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor performance.

11.36 General Insurance Requirements

Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract "Required Insurance". Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

11.36.1 Evidence of Insurance

Prior to award of this Contract and prior to expiration during the term of this Contract, evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County will be delivered to the CCA, as specified in Attachment E, County's Administration.

Such certificates or other evidence shall:

- a. Specifically identify this Contract.
- b. Clearly show evidence that all required coverages are met.
- c. Intentionally Omitted
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, and employees as insured for all activities arising from this Contract.
- e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11.36.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

11.36.3 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be completed on the "County of Los Angeles – Non-Employee Injury Report" form within 24 hours of occurrence. This form may be obtained from the CCA.
- b. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- c. Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County's Non-employee Injury Report to CCA.

- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

11.36.4 Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

11.36.5 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- a. Contractor providing evidence of insurance covering the activities of Subcontractors, or
- b. Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

11.36.6 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

11.36.7 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

11.36.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract unless such loss is due to gross negligent acts or omissions solely caused by the County. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

11.36.9 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

11.36.10 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

11.36.11 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

11.36.12 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (Collectively County and its Agents) shall be designated as an Additional Covered Party under any approved program.

11.36.13 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

11.37 Independent Contractor Status

11.37.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one

party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

11.37.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

11.37.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of workers' compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

11.38 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

11.39 Insurance Coverage Requirements

11.39.1 General Liability Insurance

General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

11.39.2 Automobile Liability Insurance

Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all owned, hired and non-owned vehicles, or coverage for any auto.

11.39.3 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is

responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$ 1 million
Disease — policy limit:	\$ 1 million
Disease — each employee:	\$ 1 million

11.39.4 Crime Coverage Insurance

Crime Coverage insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming County as loss payee.

Employee Dishonesty:	\$ 1 million
Forgery or Alteration:	\$ 1 million
Theft, Disappearance and Destruction:	\$ 1 million
Computer Fraud:	\$ 1 million

11.39.5 Performance Security Requirements

- a. Contractor shall furnish to County within ten days after Contractor's execution of this Contract, and in all events prior to the effective date, performance security effective for the Contract term, and in an amount of at least 100 percent of the Maximum Contract Sum. Such performance security shall be in form and substance satisfactory to County. Contractor shall maintain said bond in full force and effect until released by County upon determination by CCA that Contractor has fully performed all of its obligations under this Contract.
- b. Notwithstanding the forgoing, any modification, extension, and/or termination of this Contract shall in no way release Contractor or any of its sureties from any of their obligations under such performance security.
- c. Such security may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor. In addition, the surety shall be signed, irrevocable, undrawable, posted, secured, escrowed and deposited with County's DPSS before the start of any performance on this Contract.

Performance Bond: A faithful performance bond in an amount equal to 100 percent of the Maximum Contract Sum and executed by a corporate surety licensed to transact business in the State of California. Such bond shall contain an express waiver of notice of any Change Notices and Amendments to this Contract; or

Certificate of Deposit (CD) or Letter of Credit (LOC): A CD or an irrevocable LOC payable to County upon demand in an amount not less than 100 percent of the Maximum Contract Sum. Such CD or LOC shall comply with minimum criteria and standards established by County and maintained throughout the term of the Contract.

11.39.6 Sexual Misconduct Liability

Prior to Contract execution, Contractor shall provide to County, proof of insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

11.39.7 Professional Liability

Prior to Contract execution, Contractor shall provide to County proof of insurance covering actual or alleged claims for Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

11.40 Limitation of Liability of County

County will not be liable for consequential, incidental, indirect, special, exemplary, or punitive damages, even if advised of the possibility of such damages and regardless of the form in which any action is brought.

11.41 Liquidated Damages

If, in the judgment of the DPSS Director, or his designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the DPSS Director, in a written notice describing the reasons for said action.

11.41.1. If County determines that there are deficiencies in the performance of this Contract the County deems are correctable by the Contractor over a certain time span, County will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County may: (a) deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Attachment A, Technical Exhibit A-1, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and (c) upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

11.41.2. The action noted in Subsection 11.41(a) above, shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

11.41.3 This subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

11.42 Most Favored Public Entity

If Contractor's prices decline, or should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality or district of the State at prices below those set forth in this Contract, such lower prices shall be immediately extended to County.

11.43 Nondiscrimination and Affirmative Action

11.43.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall certify to, and comply with the provisions of Subsection 11.14, Compliance with

Civil Rights Law, herein. Contractor shall certify and sign Attachment G Contractor's EEO Certification, and Attachment H, Contractor's Nondiscrimination in Services Certification.

- 11.43.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 11.43.3 Contractor certifies and agrees that it shall deal with its Subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status, or political affiliation.
- 11.43.4 Contractor certifies and agrees that its employees, its affiliates, subsidiaries, and holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 11.43.5 Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Subsection when so requested by County.
- 11.43.6 If County finds that any of the provisions of this Subsection have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 11.43.7 The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation Liquidated Damages pursuant to California Civil Code Section 1671 in lieu of terminating or suspending this Contract.

11.44 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

11.45 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing, unless stated otherwise, and shall be hand delivered with signed receipt or mailed by prepaid first-class registered or certified mail, priority overnight, postage prepaid, addressed to the parties as identified in Attachment E, County's Administration, and Attachment F, Contractor's Administration. Addressees may be changed by either party upon ten days prior written notice thereof to the other party. CCA or his/her representative, or County Contract Director or his/her representative may issue all notices or demands, which are required or permitted by County under this Contract.

11.45.1 Notices of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give five business days prior notice to the Contractor of the need to attend such meetings.

Contractor may verbally request meetings with the County, as needed, with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both Contractor and the County.

11.45.2 Notices of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

11.45.3 Notices of Disputes

Contractor shall bring to the attention of the CCA any dispute between the DPSS and the Contractor regarding the performance of services as stated in this Contract. Written notices shall be sent notifying the Contractor of the progress of the dispute resolution process until a final determination is made.

11.45.4 Notices of Termination

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

11.46 Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Attachment W, Internal Revenue Service Notice 1015.

11.47 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment X, Safely Surrendered Baby Law, and is also available on the Internet at www.babysafela.org for printing purposes.

11.48 Ownership of Data/Equipment

11.48.1 All equipment purchased by the Contractor and utilizing County applications/network (GEARS, LEADER, MAPPER, etc) must be compatible with County's equipment. County equipment shall **not** be connected or utilized for the Contractor's private business and or network unless authorized by the County in writing.

11.48.2 The requirements of this Section apply to all equipment purchased for use under the Contract with a useful life of greater than one year, and that the requirements apply whether the equipment is purchased with County funds by the Contractor or the County.

11.49 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one year following its termination or expiration, neither party shall in any way induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists to any hiring initiated through a public announcement.

11.50 Proprietary Rights

All materials, data and other information of any kind obtained from County and all materials, data, reports and other information of any kind developed by Contractor under this Contract are confidential to and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this subsection shall survive the expiration or other termination of this Contract.

11.50.1 Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information. County shall not require Contractor to provide any

technical information that is proprietary to it, except as is requested by County to successfully complete the services under the Contract.

11.50.2 County shall not require Contractor to provide any information that is proprietary to it; provided, however, that if County requests Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "Proprietary" and County shall limit reproduction and distribution to the minimum extent consistent with County's need for such information, and, when County no longer needs such information, but in no event later than expiration or other termination of this Contract, County shall either (1) cause all copies of such information to be returned to Contractor, or (2) certify to Contractor that all copies of such information have been destroyed.

11.51 Public Records Act

Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Section 11.0, Terms and Conditions, Subsection 11.53 Record Retention and Inspection/Audit Settlement; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those defined in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." County will not in any way be liable or responsible for the disclosure of any such records including those so marked if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents, of a bid marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

11.52 Records

Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the Contractor to the County. Such records shall be kept in accordance with Section 11.0, Terms and Conditions, Subsection 11.53, Records Retention and Inspection/Audit Settlement, herein below.

11.53 Record Retention and Inspection/Audit Settlement

Unless otherwise required by federal and State regulations, Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting

principles. Contractor shall also maintain accurate and complete employment records and other records including but not limited to all Subcontractor agreements relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract.

All such material, including, all financial records, timecards and other employment records, Subcontractor employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 11.53.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 11.53.2 Failure on the part of Contractor to comply with any of the provisions of this Subsection shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 11.53.3 At any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County may conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: (i) repaid by Contractor to County by cash payment upon demand; or (ii) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 11.53.4 In addition to the above, Contractor agrees should County or its authorized representatives determine, in County's discretion, that it is necessary or appropriate to review a broader scope of Contractor's

records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, that Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts.

11.53.5 Contractor further acknowledges that the foregoing requirement in this Subsection relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

11.54 Recycled Bond Paper

Consistent with the Board' policy to reduce the amount of solid waste deposited at County's landfills, Contractor agrees to use recycled content paper to the maximum extent possible on this Contract.

11.55 Removal of Personnel

Contractor shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. Any Contractor employee/worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.

11.56 Intentionally Omitted

11.57 Shred Documents

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 11.0, Terms and Conditions, Subsection 11.53, Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five years.

11.58 Subcontracting

11.58.1 The performance of this Contract, in whole or in part, may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior consent of County will be deemed a material breach of this Contract.

11.58.2 If Contractor desires to subcontract, Contractor shall provide the following information to County:

- a. A description of the work to be performed by Subcontractor;
- b. A draft copy of the proposed subcontract; and
- c. Other pertinent information and/or certifications requested by County.

11.58.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) was Contractor's employee(s).

11.58.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's subcontract.

11.58.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County's right.

11.58.6 DPSS Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

- 11.58.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 11.58.8 Contractor shall obtain certificates of insurance, which establish that subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to County Contract Administrator listed on Attachment E, County's Administration before any subcontractor employee may perform any work hereunder.
- 11.58.9 In the event that County consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All covenants, representations and warranties shall inure to the benefit of the County of Los Angeles."
- 11.58.10 Contractor shall obtain an executed Attachment K, Contractor Acknowledgement and Confidentiality Agreement, for each subcontractor employee approved to perform work hereunder.

11.59 Survival

The following provisions of this Contract shall survive its expiration or termination for any reason:

- Section 1.0, Applicable Documents, Subsection 1.2 (Construction of Terms),
- Section 7.0, Maximum Contract amount,
- Section 8.0, Invoices and Payment process,
- Section 11.0, Terms and Conditions,
- Subsection 11.12, Compliance with Applicable Law,
- Subsection 11.18, Consideration of Hiring County Employees Targeted for Layoff,
- Subsection 11.19, Consideration of Hiring GAIN/GROW Program Participants,
- Subsection 11.22, Contractor's Indemnification of County,
- Subsection 11.31, Employment Eligibility Verification,
- Subsection 11.32, Federal Fair Labor Standards Act,
- Subsection 11.34, Governing Law, Jurisdiction and Venue,
- Subsection 11.36, General Insurance Requirements,
- Subsection 11.38, Intentionally omitted
- Subsection 11.39, Insurance Coverage Requirements,
- Subsection 11.40, Limitation of Liability of County,
- Subsection 11.43, Nondiscrimination and Affirmative Action,
- Subsection 11.49, Prohibition Against Inducement or Persuasion,
- Subsection 11.53, Record Retention and Inspection/Audit Settlement,
- Subsection 11.59, Survival,
- Subsection 11.60, Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program,

Subsection 11.61, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program
Subsection 11.62, Termination for Convenience,
Subsection 11.63, Termination for Default,
Subsection 11.64, Termination for Improper Consideration,
Subsection 11.65, Termination for Insolvency,
Subsection 11.68, Validity,
Subsection 11.69, Waiver,
Attachment K, Contractor Acknowledgment/Confidentiality Agreement.

In addition, any other Sections, Paragraphs or Subsections of or Exhibits to this Contract that by their nature may reasonably be presumed to survive any termination or expiration of this Contract, shall so survive.

11.60 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Subsection shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subsection 11.63, Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

11.61 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 11.72, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

11.62 Termination for Convenience

11.62.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.

11.62.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

11.62.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 11.0, Terms and Conditions, Subsection 11.53, Record Retention and Inspection/Audit Settlement.

11.63 Termination for Default

11.63.1 County may, by written notice to Contractor, terminate in whole or in any part of this Contract if, in the judgment of the DPSS Director:

- a. Contractor has materially breached this Contract;
- b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract, including but not limited to Attachment A, Statement of Work; or
- c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five business days (or such longer period as County may authorize) after receipt of written notice from County specifying such failure.

11.63.2 In the event that County terminates this Contract, in whole or in part as provided in this Subsection, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subsection.

11.63.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subsection 11.63.2 above, if its failure to perform this Contract arises solely out of causes beyond the control and without any fault or negligence of Contractor. Such causes may include acts of God or the public enemy, acts of County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. If the failure to perform is caused by the default of a subcontractor, and if such default arises solely out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs unless the goods or services to be furnished by subcontractor were obtainable

from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subsection, the terms "Subcontractor" and "Subcontractors" mean subcontractor(s) at any tier.

11.63.4 If, after County has given notice of termination under the provisions of this Subsection, it is determined by County that Contractor was not in default under the provisions of Subsection 11.65, Termination for Insolvency, or that the default was excusable under the provisions of Subsection 11.63.3 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 11.62, Termination for Convenience.

11.63.5 The rights and remedies of County provided in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11.64 Termination for Improper Consideration

11.64.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

11.64.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

11.64.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

11.65 Termination for Insolvency

11.65.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if Contractor has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- c. The appointment of a receiver or trustee for Contractor; or
- d. The execution by Contractor of a general assignment for the benefit of creditors.

11.65.2 The rights and remedies of County provided in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11.66 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may immediately terminate or suspend this Contract.

11.67 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until the Board appropriates funds for this Contract in County's budget for each such future Fiscal Year. In the event that funds are not appropriated, or only limited amounts are appropriated, then this Contract is subject to partial or full termination as of June 30 of the last Fiscal Year for which funds were appropriated. County will notify Contractor of any such funding limitation at the earliest possible date.

11.68 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

11.69 Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11.70 Warranty against Contingent Fees

11.70.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any

agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor, for the purpose of securing business.

11.70.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.71 Warranty for Services

Contractor warrants that all services performed hereunder will comply with Attachment A, Statement of Work, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time services are performed.

11.72 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

12.0 UNIQUE TERMS AND CONDITIONS

12.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Attachment BB, Health Insurance Portability and Accountability Act of 1996 (HIPAA), in order to provide those services. The County and the Contractor therefore agree to the terms of Attachment BB, *Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

12.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

12.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 12.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtaining or retaining or attempting to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 12.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 12.2.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent of the amount of the Contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department at <http://laosb.org> of this information prior to responding to a solicitation or accepting a contract award.

12.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 12.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 12.3.2. During the term of this Contract and for five years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 12.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 12.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 12.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 12.3.5 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 12.3.4 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 12.3.6 All the rights and obligations of this sub-paragraph 12.3 shall survive the expiration or termination of this Contract.

12.4 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 12.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 12.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages,

the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

12.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board thereof, the day and year first above written.

MAXIMUS, Inc.:

COUNTY OF LOS ANGELES:

By: [Signature]
Name
ADAM POLATNICKS
VICE PRESIDENT, CONTRACTS
Title

By: [Signature]
Zev Yaroslavy, Chairman
Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors



By: [Signature]
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

77816

APPROVED AS TO FORM:

BY THE OFFICE OF ACTING COUNTY COUNSEL
JOHN KRATTLI

By: [Signature] 6/13/2012
Allison Morse
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS

16 JUL 17 2012

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

ATTACHMENT A
STATEMENT OF WORK
AND
TECHNICAL EXHIBITS

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PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 GENERAL

1.1 Statement of Work

The general statement of work is to provide GAIN Welfare-to-Work (W-t-W) Case Management services which consists of operating, under the guidance and direction of DPSS, the County's GAIN Program for the CalWORKs Participants residing in the service areas for GAIN Region II (Antelope Valley, Santa Clarita area and the Western San Fernando Valley) and Region VII (eastern part of the San Fernando Valley, including Glendale). In operating this program, Contractor shall be required to abide by the GAIN Program's federal, State and County policies and regulations, defined as "GAIN Policies and Regulations."

1.1.1 Welfare-to-Work Services Flow Plan

Contractor shall follow the W-t-W Services Flow Plan as shown on this Attachment A, Statement of Work, Technical Exhibit A-6, Welfare-to-Work Services Flow Chart and future modifications of the Plan developed by DPSS that captures the following complex array of services offered under the GAIN program:

- Case Assignment.
- Case Management.
- W-t-W Intake/Appraisal Interview.
(Pre-screening for Domestic Violence, Mental Health, Substance Abuse, and Learning Disability).
- Learning Disability Evaluation.
(This evaluation is provided by another Contractor)
- W-t-W Orientation/Motivational Training.
(These services are provided by another contractor)
- Self-Initiated Programs (SIP).
- W-t-W Job Club/Job Search Programs.
(These programs are provided by another contractor)
- Dual Track Evaluation.
- Vocational Assessment.
(This assessment is provided by another contractor)
- Clinical Assessment.
(Full screening for Domestic Violence, Mental Health, Substance Abuse)
- Development of a W-t-W Plan.
- Paid Work Experience/Work Experience.
- Adherence to Non-Compliance Requirements.
- Community Services.

1.1.2 **Addressing Barriers to Employment**

The GAIN Program includes a diversity of services that assist Participants in overcoming a wide range of barriers (i.e., Learning Disabilities, Domestic Violence, Mental Health, Substance Abuse, and Homelessness) to employment. Contractor shall ensure these services are provided and administered appropriately.

1.1.3 **Meet Performance Outcomes and Key Measures**

Contractor is required to meet all the Performance Outcomes and Key Measures, as detailed in this Statement of Work, Section 8.0, Performance Requirement Summary, Subsection 8.2, Performance Outcome Areas and Key Measures as summarized in this Statement of Work, Technical Exhibit A-1, Performance Outcomes Requirements Summary Chart and Technical Exhibit A-1A, Key Measures Summary Chart and be consistent with the County's GAIN Program goals.

1.1.4 **Meet Performance Requirements**

Contractor is required to meet all the Performance Requirements, as detailed in this Statement of Work, and summarized in this Statement of Work, Technical Exhibit A-1B, Performance Requirements Summary Chart and, be consistent with the County's GAIN Program goals.

1.2 **Quality Control Plan**

Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of product quality and service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by County, shall be submitted to the County Contract Administrator (CCA) on or before the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

The Plan shall include, but not be limited to, the following:

- 1.2.1 Method for ensuring that staff rendering services under this Contract are qualified and the required staffing levels are maintained;
- 1.2.2 Method of monitoring to ensure that Contract requirements are being met;
- 1.2.3 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.2.4 Method of reporting the resolution of a problem shall include, but is not limited to, documenting the date and time the problem was first identified, a clear description of the problem, the corrective action to be taken, the length of time before the corrective action was initiated along with the timeframe showing when the corrective action will be completed, shall be provided to the County upon request. If the corrective action takes longer than one month to complete, a status report of the corrective action's progress shall be included in the Contractor's Monthly Management Report (MMR);
- 1.2.5 Method for monitoring Subcontractors, if any, for compliance and quality of services; and
- 1.2.6 Data collection and monitoring systems to ensure that services are equitable for all GAIN Participants including those who are immigrants, refugees and limited-English proficient.

1.3 **Quality Assurance Plan**

County or its agent will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Section 11.0, Terms and Conditions, Subsection 11.25, County's Quality Assurance Plan.

County or its agent will monitor the Contractor's performance as discussed in detail in this Statement of Work, Technical Exhibit A-1A, Key Measures Summary Chart and Technical Exhibit A-1B, Performance Outcomes Summary Chart on a monthly basis. The purpose of the monitoring is to assess the Contractor's compliance with all Contract terms and performance standards.

Contractor's deficiencies, which County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board. The report will also include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Contract, Section 11.0, Terms and Conditions, Subsection 11.25, County's Quality Assurance Plan.

1.3.1 Performance Evaluation Meetings

- 1.3.1.1 County and the Contract Manager shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR), Technical Exhibit A-2 is issued, at the discretion of the CCA, a meeting shall be held within five business days, at a mutually agreed upon time and place, to discuss the problem.
- 1.3.1.2 The CCA shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. The Contract Manager and CCA shall sign the minutes. Should the Contract Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten business days from the date of receipt of the signed action items.
- 1.3.1.3 The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the DPSS Director will be final.
- 1.3.1.4 Upon advance notice, either the County or Contractor may make an auditory recording of the meeting.

1.3.2 Government Observations

Federal, State and/or County personnel, in addition to County Contract staff, may observe performance activities, or review documents required by this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

1.4 Hours of Operations/Holidays

- 1.4.1 Contractor shall be required to provide GAIN services Monday through Friday between the hours of 8:00 AM and 5:00 PM. With County's prior approval, Contractor may have a flexible schedule that includes non-traditional operational hours, (e.g., longer evening hours) and Saturdays.
- 1.4.2 Contractor is not required to provide services on County-recognized holidays. A list of the County holidays will be provided within thirty (30) calendar days of Contract start date, and annually thereafter, at the beginning of the calendar year.

1.5 Contractor Management Services

Contractor shall be responsible for providing all management and administrative tasks necessary for provision of the Greater Avenues for Independence (GAIN) Welfare-to-Work (W-t-W) Program. Contractor's managerial and administrative tasks include, but are not limited to:

1.5.1 GAIN W-t-W Program Services

Contractor is responsible for the planning, coordinating, implementing and monitoring of GAIN W-t-W Program services. Contractor's tasks include, but are not limited to:

- 1.5.1.1 Providing an environment that is businesslike, positive and motivating for Participants and ensuring Contractor's staff will act in a professional manner.
- 1.5.1.2 Ensuring Contractor's staff adheres to the W-t-W Service Flow Plan as shown in this Statement of Work, Technical Exhibit A-6, Welfare-to-Work Service Flow Chart in the prescribed timeframe.
- 1.5.1.3 Ensuring Contractor's staff jointly develops a W-t-W plan with the Participant following vocational assessment, utilizing the information gathered from the assessor as well as the Participant, and within the specified time period.
- 1.5.1.4 Ensuring Contractor's staff maintain constant communication with the Participant, regularly (at a minimum monthly) monitoring Participant's progress in each of the activities within each W-t-W component, updating Participant's progress by documenting the case record as well as the case file on DPSS' GAIN Employment Activity And Reporting System (GEARS), as required by California State regulations and Los Angeles County DPSS policy.
- 1.5.1.5 Ensuring Contractor's staff offers assistance with transportation and education/work-related expenses in advance, evaluates need/eligibility, initiates the request for authorization within one (1) business day of the Participant's request and provides all necessary supportive services to assist W-t-W Participants in overcoming barriers to employment and self-sufficiency.
- 1.5.1.6 Ensuring Contractor's staff works with all Participants in a group, individually, or in a combination of both approaches. Contractor shall be flexible in furnishing the necessary services to Participants as the program and Participant needs change within the bounds of "Applicable GAIN Policies and Regulations, "GAIN Policy can be accessed at:

<http://www.ladpss.org/dpss/gain/default.cfm>
- 1.5.1.7 Ensuring that all GAIN W-t-W services provided meet the language needs of the Participants in that particular Region.

Ensuring verbal instructions and any written materials, e.g., forms, signs, notices, etc., that the Contractor staff uses for the provision of these GAIN W-t-W services shall be available and offered to a Participant in the individual's primary language, when translated versions of these materials are made available by the State of California Department of Social Service (CDSS) or DPSS.

When written materials are not translated by these entities, the Contractor shall either provide appropriate interpretive services or shall ensure translated materials are accurately translated by providing County with its methodology for certification.

- 1.5.1.8 Ensuring that all required notices, e.g., Equal Employment Opportunity (EEO), State-approved Nondiscrimination in Services, Safely Surrendered Baby Law notices and all other required posters, materials, etc., are available or posted in Contractor's sites as directed by County, where they are easily accessible to employees and W-t-W Participants.

NOTE: Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012

- 1.5.1.9 Ensuring that Contractor meets with County on a regular basis to discuss programmatic issues, general procedural issues and general concerns, as needed. Either County or Contractor may request such a meeting.
- 1.5.1.10 Ensuring that Contractor's staff effectively utilize the online GAIN Policy at <http://www.ladpss.org/dpss/gain/default.cfm> to comply with policy.

1.5.2 Contractor's Staffing Responsibilities

- 1.5.2.1 Contractor shall ensure there is sufficient staff in all levels needed for the delivery of GAIN Case Management services and staff levels are maintained so there is no interruption in services. This includes ensuring back-up staff is available. When there is a vacancy, permanent replacement shall be made within 30 calendar days. Contractor is required to maintain a 97 percent staffing level in all staff positions at all times during the term of the Contract.
- 1.5.2.2 Contractor shall ensure key management staff is readily available to contact, and when there is a vacancy, a temporary replacement shall be made in five calendar days and a permanent replacement shall be made within 45 calendar days.
- 1.5.2.3 Contractor shall ensure there is sufficient professional, experienced, bilingually-competent staff to administer the GAIN Case Management Services to the County's CaWORKs populations in the requested

County's threshold languages, Spanish, Armenian, Cambodian, Chinese, Korean, Vietnamese, and Russian.

Contractor shall provide County, within 30 days of Contract execution, with standards used to certify fluency of staff providing services in languages other than English.

- 1.5.2.4 All Contractor employees shall identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of their own or of any friends, relatives, business relations, personal acquaintance of their own or of tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- 1.5.2.5 Ensure all Contractor personnel meet DPSS' Hiring Guidelines which will be provided at Contract start-up. Additionally, the Contractor shall ensure that all supervising case managers meet the minimum requirements.
- 1.5.2.6 Contractor shall have an active recruitment program that shall promptly address staff turnover to ensure the 97 percent staffing level is maintained.
- 1.5.2.7 Upon County's request, Contractor shall be responsible for removing and replacing, within 24 hours, any Contractor employee performing services under this Contract and ensuring that such individual's duties are satisfactorily performed until a replacement can be arranged.
- 1.5.2.8 Contractor shall ensure all training of new staff and provide ongoing reinforcement training for existing staff. Contractor shall ensure employee attendance to training by providing attendance logs upon County request.
- 1.5.2.9 Contractor shall maintain a staffing plan to ensure uninterrupted delivery of GAIN Case Management Services during a staff reduction situation, illnesses and vacations.

1.5.3 Office Management Services

- 1.5.3.1 Contractor shall be responsible for planning, coordinating, implementing and monitoring all the administrative tasks necessary for office management of the Contractor's facility to ensure that ongoing, daily office operations (i.e., reception services, cashiering, etc.) are performed and maintained similar to a County GAIN office.
- 1.5.3.2 Contractor shall be responsible for ensuring sufficient clerical support staff assigned to the case manager units/sections to perform the

clerical duties (i.e., answer phones, process assignments, photocopying, etc.) for the unit/section.

- 1.5.3.3 Contractor shall be responsible for maintaining the County-owned immobile security-lock safe located in a secured area on-site.
- 1.5.3.4 Contractor shall be responsible for maintaining ongoing, up-to-date monthly control logs, tracking Language Line usage, specialized supportive service and welfare fraud referrals, appointments, walk-ins, customer complaints, etc. County shall monitor these records on a monthly basis.
- 1.5.3.5 To the extent that County provides negotiables to the Contractor, Contractor shall maintain these negotiables in the County-owned immobile safe and keep accurate, up-to-date records on their issuances. County shall monitor these records on a monthly basis. Contractor shall be responsible for all unaccounted negotiables. At minimum, the face value of all unaccounted negotiables will be directly deducted from the Contractor's monthly payment(s) in the month following discovery.
- 1.5.3.6 Contractor shall be responsible for all long distance, toll and other charged calls, as well as any personal calls or calls made unrelated to this Contract. Contractor shall maintain an up-to-date control log to track for such calls that is available to the County for review. County will require Contractor to reimburse the County for such calls should they be charged on the County's accounts.
- 1.5.3.7 Contractor shall also be responsible for maintaining records related to additional postage costs. Costs not related to services under this Contract shall be disallowed and Contractor shall be responsible for reimbursing the County for such unauthorized usage.

1.5.4 **Contractor's Cooperation with County Monitoring/County Oversight**

- 1.5.4.1 Contractor shall fully cooperate in assisting County in its monitoring and oversight responsibilities. County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for County to conduct its reviews.
- 1.5.4.2 Contractor shall provide to County, all cases within three days of request, requested by County Monitors. Contractor shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an "error" and will adversely affect Contractor's performance rates as described in this Statement of Work, Section 8.0, Performance Requirement Summary, Subsection 8.2, Performance Outcome Areas And Key Measures and Technical Exhibits A-1, Performance Outcomes Summary Chart, A-1A, Key Measures Summary Chart, and Technical Exhibit A-1B Performance

Requirements Summary Chart. Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a Participant's confidentiality.

1.5.5 Contractor's Cooperation with DPSS' Appeals and State Hearings Section on Case Appeals

Contractor shall provide timely responses to DPSS' Appeals and State Hearings (ASH) Section as defined by DPSS policy. ASH serves as the liaison on State Hearing case decisions made on Participant appeals related to their cases. Contractor is expected to be responsive to ASH's instructions, respond in a timely manner, and when decisions on the appeals are known, adhere to ASH's mandate and implement the required action immediately and by ASH's due date. Contractor shall maintain a listing of ASH cases processed including all ASH decisions, their resolutions and conditional withdrawals. The listing shall be included in their MMR.

1.5.6 Welfare Fraud

Contractor shall preserve the integrity of the GAIN Program and County resources by having an active fraud prevention program. At minimum, Contractor shall adhere to County's welfare fraud reporting responsibilities and make fraud referrals when case documentation is questionable and whenever fraud is suspected. Additionally, Contractor shall safeguard against Contractor employee fraud by including specific monitoring provisions in their Quality Control Plan.

Contractor shall also make available all records to County related to this Contract. County may review these records without advance notice, as deemed necessary by County.

2.0 RESPONSIBILITIES

County and Contractor's administrative responsibilities are as follows:

2.1 County Furnished Items

County will not provide other equipment, supplies, materials, and/or services necessary to perform case management services that are not identified and listed below. The following items are provided by the County for the duration of the Contract only, and solely for the performance of this Contract:

NOTE: In the event County later requires any other changes related to space in either GAIN Region site, County will initiate the change via an Amendment or Change Notice pursuant to Contract, Section 11.0, Terms And Conditions, Subsection 11.6, Changes and Amendments.

2.1.1 Facilities

County shall provide space in GAIN Regions II and VII for Contractor to conduct Welfare-to-Work Case Management Services. County provided space is described below:

GAIN Region II

1. Contractor's main office shall be located at: 21415 Plummer Street, Chatsworth, CA 91311. DPSS shall be the primary tenant for this office and Contractor staff shall be co-located with DPSS staff with no additional cost to Contractor.
2. Contractor shall maintain and operate in a large sub-office provided by County at: 1050 E. Palmdale Blvd., Palmdale, CA 93550 with 125 parking spaces for Participants and staff. This office is a leased facility with the lease in effect until March 19, 2014. The lease is a modified full-service lease with the owner of the facility responsible for building and landscape maintenance. The County is responsible for the custodial services, electricity, LEADER, intrusion alarm systems, shred bins, office furniture, computers and phone equipment (data/phone lines are throughout the facility with the exception of the lobby area/resource room).

Total space available to Contractor at this facility is 18,795 square feet (9 hard offices; 65 cubicles; 4 work stations in reception area; 2 work stations in cashier's area; and six classrooms and conference rooms).

3. County will provide office space with no additional costs to Contractor in the CalWORKs district office located at: 27233 Camp Plenty Road, Canyon Country, CA 91351.

GAIN Region VII

1. Contractor's main office shall be located at 3307 N. Glenoaks Blvd., Burbank, CA 91504. Contractor shall be the primary tenant for this office. County staff shall be co-located with Contractor staff with no additional cost to Contractor.

Total space available to Contractor at this facility is 18,297 sq. ft. (consisting of 58 cubicles; 8 hard offices; 3 work stations in reception; 2 work stations in cashier's area; and 4 combination classrooms/conference rooms).

2. County will provide, at no cost, limited office space to Contractor in the CalWORKs district offices located at: 4680 San Fernando Road, Glendale, CA 91204 and 14545 Lanark St., Panorama City, CA 91402.

2.1.2 County Personnel

2.1.2.1 GAIN Program Liaison

County will provide a liaison to work with the Contractor on questions related to GAIN Program and/or GAIN operations.

2.1.2.2 **Program Integrity Compliance Officer (PICO)**

County will designate one (1) or more persons to perform the duties of the PICO. The PICO staff will be responsible for monitoring the integrity of the GAIN Program and DPSS resources, as well as ensuring Contractor is actively addressing safeguards to address fraud.

2.1.2.3 **Contract Monitoring**

County shall provide Contract Monitor(s) to monitor all provisions under this Contract. Monitoring may include Administrative Monitoring involved with the Contract's terms and conditions, Fiscal Monitoring related to the Contract's fiscal provisions, and Service Delivery Monitoring focusing on the Contract's Statement of Work and Performance Requirement Standards.

2.1.2.4 **Issuance Review Staff**

County will provide staff to conduct mandatory County Issuance Reviews. County policy requires that all GAIN mileage and employment/training related expenses authorized by Contractor staff must be reviewed and approved by one (1) County employee. Accordingly, County will provide staff to conduct these reviews and provide guidance when approval requests require additional verification and/or information.

2.1.2.5 **Compliance Review Staff**

County will provide staff to conduct Compliance/Exemption/Time Clock Adjustment Reviews and make final authorizations to approve Contractor recommendations to take action that will result in grant reductions and/or adjustment. Such "discretionary action" cannot be made by contracted staff. Accordingly, Contractor staff shall make recommendations to the County Compliance Review staff and in turn, the County Compliance Review staff will make the final determination to impose a sanction.

2.1.3 **Services**

2.1.3.1 **Security Services**

County shall provide the necessary security personnel at the GAIN Case Management offices, which may include the non-DPSS sites as determined necessary by the County.

2.1.3.2 **Parking**

County shall make every reasonable effort to provide safe and adequate parking for Contractor's staff at DPSS office sites.

2.1.3.3 **Keys**

As the predecessor Contractor, Contractor is in possession of a set of keys and, where required, key cards to the County GAIN Region

facilities. Contractor shall control key and key card issuances to a limited number of appropriate personnel. Contractor shall be financially responsible for re-keying and re-coding the facility when security has been breached.

2.1.3.4 **Postal Services**

To the extent possible, the County's GAIN Employment Activity and Reporting System/Los Angeles Eligibility Automated Determination Evaluation and Reporting System (GEARS/LEADER) systems will centrally mail notices to GAIN Participants. County may also provide a postage meter machine for use specifically on GAIN case management correspondence deemed necessary by the County under this Contract. Contractor will be responsible for securing and maintaining necessary postage accounts to use this machine. Contractor shall not use the postage machines for personal correspondence, communications not directly related to this Contract, communications with their central offices, or any other use not deemed necessary by the County. Contractor may choose to supplement County provided postage costs necessary for the provision of services under this Contract (e.g., express mailing accounts), and such costs shall be specifically detailed in Attachment B-1, Contractor's Budget and Employee Benefits.

2.1.3.5 **Language Line Accounts**

To the extent possible, County shall provide Language Line Accounts to assist the Contractor in serving Participants in languages that staff may not be able to communicate. Contractor shall not use this resource in meeting the primary language needs in its GAIN Region. County shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and will be deducted from the Contractor's payment.

2.1.4 **Training**

2.1.4.1 County will provide all training services to all Contract employees who work directly with GAIN Participants on all GAIN W-t-W Case Management Services prior to start date, periodically throughout the Contract term and to future newly hired employees prior to performing the Contract services.

2.1.4.2 County shall ensure that training is scheduled so as not to interfere or adversely affect Contractor's delivery of the Contract services.

2.1.4.3 County shall provide training to Contractor staff on the following:

- GAIN W-t-W Program and Services;
- GAIN Policies and Procedures;
- Method to access and use State and County-translated materials;

- Method to use the GEARS computer system;
- Method to use the LEADER computer system;
- Civil Rights; and
- Welfare Fraud.

County may add mandatory trainings for all Contractor staff, as deemed necessary by the County.

2.1.5 **Equipment/Supplies/Materials**

- 2.1.5.1 County shall furnish all GAIN program facilities with modular furniture for the GAIN case managers, supervisors, and designated clerical staff. The furniture is designed to provide each GAIN case manager with a separate workstation for interviewing Participants and simultaneously accessing GEARS terminals.'
- 2.1.5.2 County shall furnish all necessary equipment to perform all services required by this Contract (except for items listed in this Statement of Work, Subsection, 2.2.2) which includes, but is not limited to: desks, tables, chairs, and filing cabinets and an immobile security-lock safe for transportation tokens/passes.
- 2.1.5.3 County shall furnish telephones and local telephone costs, necessary to perform services under this Contract, as determined by County. Contractor shall not use County phones for personal phone calls unrelated to this Contract. Additionally, Contractor shall be responsible for paying for all long distance, toll and other charged calls. These costs shall be specifically detailed in the Contractor's budget and in the Budget Narrative.
- 2.1.5.4 County shall furnish all necessary materials necessary to perform all services required by this Contract which includes, but is not limited to:
- DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide.
 - Applicable DPSS Policies.
 - On-line GAIN Policy at:
<http://www.ladpss.org/dpss/gain/default.cfm>;
 - Los Angeles County Fiscal Manual, as deemed appropriate by the County. The manual is available at:
<http://auditorweb.co.la.ca.us/Auditor-Controller/CountyFiscalManual>
 - A supply of Civil Rights Complaint forms, PA 607 (for use by GAIN Participants in reporting civil rights complaints), and all other required forms in the various County threshold languages.

- Required Posters.
- A list of County-observed holidays.
- Materials and videos for staff training.
- DPSS hiring guidelines for Contractor use in assessing the appropriateness of hiring Contractor staff under this Contract.

2.1.6 Information Technology

2.1.6.1 County will provide the following Information Technology (IT):

- A GEARS workstation for each case manager, supervisor and other necessary personnel, as deemed necessary by the County.
- One or more LEADER terminal(s) for each Contractor site.
- Lotus Notes or comparable e-mailing/database system to each Contractor staff deemed essential by the County in having access to this system.
- Internet account for each Contractor staff deemed essential by the County in having access to the Internet.
- Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
- Necessary service and upkeep on the systems.
- Any additional IT resources deemed necessary by the County.

2.1.6.2 An inventory of all County-furnished equipment, computer terminals, personal computers (PCs) and furniture shall be initially established by the County and verified by the Contractor at start-up. Contractor shall thereafter maintain the inventory. At Contract termination, all County provided space, furniture, and equipment shall be returned to the County.

2.1.6.3 If damages to equipment and/or theft of equipment occur due to the Contractor's negligence as determined by the County, the Contractor shall be responsible for the cost of repairs/replacements and will be billed by the County. Site inspections may be made by DPSS Property Management and/or other County or local government personnel (fire, city, etc.).

2.1.6.4 County must evaluate and approve all software or tools used in the operation or support of the GAIN Case Management Operations. All approved software must be compatible with County standards and hardware and software standards.

2.1.7 **Complaints**

County will provide a procedure through which a W-t-W Participant shall have the opportunity to present a complaint or grievance about the Contractor's services, including Civil Rights Complaints.

2.2 Contractor Furnished Items

2.2.1 **Contractor Personnel**

2.2.1.1 **Contract Manager and Alternate**

Contractor shall provide a qualified full-time Contract Manager and equivalent Alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and Alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or Alternate is made. Specifically, the Contractor Manager, or Alternate, shall:

- Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- Be available between 8:00 A.M. and 5:00 P.M., Monday through Friday, except County holidays.
- Be able to read, write, speak, and understand English fluently.

2.2.1.2 Contractor shall ensure the required level of full-time staffing are maintained to provide the following required functions:

- Case Management Supervision – to supervise specialized and non-specialized case managers assigned to perform the required case management service tasks described in this Statement of Work, Section 3.0, Specific Tasks.
- Case Management Services - perform the required case management service tasks described in this Statement of Work, Section 3.0, Specific Tasks.
- Business Services Specialist – to assess and develop a Participant's job readiness, proactively collaborating with the business community, educational providers and other organizations to develop employment opportunities or short-term training programs to meet labor market demands.
- Job Club Liaison Services – to provide case management services to Participants who are in Job Club/Orientation/Vocational Assessment (JCO/VA) collocated at the Los Angeles County Office of Education (LACOE) site.

- Homeless Supportive Services Program - A Homeless Supportive Services (HSS) GAIN Services Worker (GSW) is a designated GSW who expeditiously serves the needs of the homeless or those "at-risk" of being homeless. The HSS GSW specializes in assisting homeless Participants with referrals to GAIN activities, including Specialized Supportive Services (SSS), which will enable the Participant to remove barriers, increase skills and find employment which will help them sustain stable housing.
- GAIN Sanction Home Visit Outreach Program - to provide outreach to Participants who are at risk of being sanctioned or who are currently sanctioned. Outreach activities, include telephone contacts, letters, and if necessary, home visits. Outreach may also include conducting Appraisal interviews and signing W-t-W contracts.
- Child Care Coordination – to liaison between the Resource and Referral/Alternative Payment Program (R&R/APP) agency staff and CalWORKs eligibility staff/GSW to ensure the Participants' information/documents used to determine and maintain child care eligibility are accurate and submitted timely to the R&R/APP agency, and to address advocate concerns about duplicate requests to Participants for requested information/documents in the contracted GAIN Region.
- Specialized Supportive Services (SSS) Coordination – to service and refer Participants to the correct SSS providers (Domestic Violence, Mental Health, Substance Abuse) during Orientation or any other interview.
- Appeals Hearing Coordination - to handle issues pertaining to the Participants' Appeals and State Hearing cases.
- Services for GAIN Sanctioned Participants – to act as point-of-contact for the GAIN sanctioned Participant who elects to resolve his/her sanction.
- Outreach Services for Exempted Participants – to provide outreach services to Participants whose exemption is about to expire within 90 days. To manually complete and provide a monthly report to GAIN Program on the disposition of cases listed on the GEARS Report and update GEARS to extend an exemption for Participants not assigned to a regular case manager.
- Regional Human Resource (HR) Assistance – to assist with the recruitment of staff, paperwork associated with new and current staff, gathering information for County mandated reports and any other HR associated tasks.
- Staff Development/Training – to develop and provide staff training, as needed, on County-related issues, e.g., requirements

associated with Temporary Aid for Needy Families (TANF) Reauthorization Performance goals, contractual compliance requirements, and other compliance issues with laws and regulations.

- Information Technology (IT) Support Coordination – to handle all IT-related issues, troubleshoot computer hardware and software related problems, and manage Contractor's computer related equipment.
- Clerical support – to perform the clerical support duties described in this Statement of Work, Subsection 1.5 Contractor Management Services, Paragraph 1.5.3, Office Management Services.

2.2.2 Equipment/Supplies/Materials

- 2.2.2.1 Contractor shall obtain all equipment, supplies and materials not furnished by County necessary to perform all services required by this Contract and within limits of, and set forth in Attachment B-1 and B-2, Contractor's Budget and Employee Benefits. Any required purchases in excess of Attachment B-1 and B-2 limits, shall be borne by the Contractor.

Contractor shall provide office-related items such as personal computers, printers and monitors, fax machines, photocopy machines, paper shredders, scanners, Digital Video Disc (DVD) players and monitors, and other program-related items, as required by the County.

- 2.2.2.2 Contractor shall establish and maintain an inventory of all County-furnished office furniture, equipment and supplies as well as Contractor-purchased equipment for this Contract.

Within one workday, all purchases must be reported to the County for tracking purposes. Equipment purchased with Contract funds will be considered County property. Upon termination of this Contract, all Contractor-furnished equipment purchased with County funds shall become County property.

2.2.3 GEARS/LEADER Computer Inventory Maintenance

- 2.2.3.1 Contractor shall maintain an inventory list of furniture, equipment, supplies, computers, etc., at each of the Contractor's sites.
- 2.2.3.2 Contractor shall update and provide to CCA the inventory list no less than on a quarterly basis.
- 2.2.4.3 The inventory list shall be available for review by County, upon request.
- 2.2.4.4 Inventory updates shall be made within one workday after any change occurs in the data specified below:
- a. Make and model;
 - b. Serial number;

- c. Location of equipment;
- d. Justification for change;
- e. Purchase date; and
- f. Purchase price.

2.2.4 **Security for GEARS/LEADER Equipment**

- 2.2.4.1 Contractor shall provide all security measures to ensure that the GEARS, LEADER and all other computer equipment is secured and maintained.
- 2.2.4.2 County will be responsible for locking down the hardware equipment. Contractor shall meet any additional security measures as required by the County and these security measures must be approved by County's Information Technology Division (ITD) staff.
- 2.2.4.3 If the Contractor requires changes in a GEARS or LEADER terminal and/or printer location, the Contractor shall provide a minimum of 60 days prior written notice to the County, pay for all expenses of the County moving the computer equipment to the new location, and provide a dedicated electrical circuit for County-provided computer equipment.
- 2.2.4.4 The Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by the County's User policies. The Contractor shall follow County policies by sharing the user policy with its employees; obtain signed User Agreements, and monitoring compliance. At a minimum, the Contractor must ensure that all Contractor staff no longer working under this Contract shall have their computer accounts deleted.
- 2.2.4.5 Contractor must maintain the security and integrity of the GEARS/LEADER computer systems by having up-to-date GEARS/LEADER User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

2.3 **Record Keeping**

- 2.3.1 Contractor shall maintain current, complete case records for each GAIN Participant who starts W-t-W services and ensure all components are entered into the GEARS system timely, accurately and in accordance with existing policy and procedures. County shall provide training to the Contractor staff regarding the use and maintenance of case records on GEARS.
- 2.3.2 Contractor shall maintain retrievable GAIN Participant case records. Contractor shall ensure that Participant case records are organized in the manner prescribed by DPSS guidelines. The content of the physical case records shall abide by applicable DPSS guidelines. Each Participant case record shall be kept in a folder, identifiable by GAIN Participant's name and case number. These records shall include, but not limited to, the following:
 - a. Activity Assignment

- b. Participant's Primary Language Designation
 - c. Participation Agreement
 - d. Counseling Record
 - e. Participant Employment Profile
 - f. Approval of Transportation and Education/Work-related Expenses
 - g. Child Care Referrals
 - h. Monthly verification of participation hours
- 2.3.3 When W-t-W services end and the case record is no longer needed, Contractor shall follow DPSS policies regarding case storage. Contractor shall not dispose of these case records or any document containing Participant information, in any manner outside of DPSS policies, without DPSS approval.
- 2.3.4 Contractor shall maintain all records at a central facility within Los Angeles County for five years after the termination of this Contract or until all audits started during the Contract period or within five years of termination of the Contract, are completed and settled, whichever is later.

2.4 Confidentiality of Records

- 2.4.1 Contractor shall establish procedures to protect all Participant level information and shall not make available Participant information outside of DPSS and its partners without written consent from DPSS and the Participant. Refer to Contract Section 11.0, Terms And Conditions, Subsection 11.20, Contractor Employee Acknowledgement and Confidentiality Agreement.
- 2.4.2 Contractor shall maintain the confidentiality of GAIN Participants' records by maintaining files in locked drawers and cabinets at the Contractor's sites and/or headquarters. Contractor shall ensure documents with GAIN Participant information are shredded before discarding.
- 2.4.3 Contractor shall maintain the confidentiality of its employees' records, including the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. Contractor shall limit access to these files to Contractor's designated staff. These files are subject to audit, and shall be accessible to County upon request during any business day.

2.5 Reporting Tasks

Contractor shall provide reports, as required by County, concerning its activities as they affect the Contract duties and purposes contained herein.

Contractor shall:

- 2.5.1 Complete and submit an MMR in the manner to be described by the County. The MMR for each GAIN Region shall be submitted to the CCA with the monthly invoice by the 15th calendar day of each succeeding month. The MMR may include, but is not limited to:
- 2.5.1.1 A narrative of any concerns and/or changes in staff, sites, session scheduling, Participant scheduling (backlogs), recommendations for systems improvements, and/or other processes as necessary.

- 2.5.1.2 A minimum of two Participant success stories.
- 2.5.1.3 Any other forms and/or ad hoc statistical reports as requested by the County and by the due date established by the County.
- 2.5.1.4 A discussion of the Contractor's degree of success/nonsuccess in achieving desired Program Outcomes, and Performance Requirement Standards.
- 2.5.1.5 A list of all trainings and training materials provided by the Contractor in the month, including sign-in sheets.
- 2.5.1.6 A log of all monthly contacts made to Participants in a month.
- 2.5.1.7 A list of cases that have been inactive for more than 30 days and remain on the GEARS Inquire Delinquent Case Record (IDCR) screen by Region.
- 2.5.1.8 A list of all community inquiries regarding GAIN Services.
- 2.5.1.9 A list of all complaints received by the Contractor in the month, including the resolution of the complaint.
- 2.5.1.10 A list of all ASH decisions received and their resolution.
- 2.5.1.11 A list of all conditional withdrawals on State hearing requests received and their resolution.
- 2.5.1.12 A progress report for any problem or discrepancy, if applicable.
- 2.5.1.13 A report of utilization of outside resources as specified herein.
- 2.5.1.14 Additional information, as required by County.
- 2.5.2 Obtain feedback sheets from each GAIN Participant concerning his/her evaluation and understanding of the services received. The completed feedback sheets shall be retained in the Contractor's records and tabulated monthly with the results reported in the Contractor's MMR.
- 2.5.3 Report any computer systems problems and recommend solution of problems to County within one workday of discovery.
- 2.5.4 Provide County with written statements, records and documents within three workdays of County request.
- 2.5.5 Provide assistance and be available to meet/consult with DPSS management staff as needed, in the event compliance procedures are initiated against a GAIN Participant and a complaint is filed by GAIN Participant or advocate on Participant's behalf.

2.6 Complaints

Contractor shall establish a procedure to resolve W-t-W Participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level. Contractor shall designate a Complaint Liaison to coordinate responses on complaints.

A Substantiated User Complaint is a complaint in which there is sufficient evidence of fact to support the claim, as determined by the County.

2.7 Civil Rights Complaints Procedure

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- 2.7.1 Ensure public contact staffs working under this Contract attend mandatory Civil Rights training, as provided or arranged by DPSS, and provide reports to the CCA verifying attendance of such.
- 2.7.2 Ensure notices and correspondences sent to Participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all Participants.
- 2.7.3 Maintain a record of all Civil Rights materials provided by DPSS and ensure all Participants are provided with the Civil Rights materials.
- 2.7.4 Develop and operate procedures for receiving, forwarding and responding to Civil Rights complaints as follows:
 - a. Provide and assist GAIN Participants with completing a PA 607 (Complaint of Discriminatory Treatment) in the GAIN Participant's primary language.
 - b. Maintain a log of Civil Rights complaints.
 - c. CCA shall act as the Civil Rights Liaison (CRL) between the contracted agency and the CCA and the Civil Rights Customer Relations (CRCR) representative.
 - d. Forward all PA 607s to the CCA within two business days and maintain a copy.
 - e. CCA/CRL shall not attempt to investigate Civil Rights complaints. All investigations are handled by the CRCR Section.

2.8 Customer Service

- 2.8.1 Contractor shall have in place and provide to County prior to Contract effective date, an active Customer Service Program that is consistent with the County's vision, as detailed in the Preamble found in the Statement of Work. The Customer Service Program must be approved by DPSS. DPSS changes to the Program must be made within ten business days.

DPSS will monitor the quality of the Contractor's Customer Service by randomly selecting Participants for telephone and/or site surveys. A deviation of two percent meaning no less than 98 percent overall satisfaction rate shall serve as the Degree of Deviation on this standard. This measure is included in this Statement of Work, Technical Exhibit A-1B, Performance Requirements Summary (PRS) Chart. County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Contract, Section 11.0, Terms and Conditions, Subsection 11.6, Changes and Amendments.

2.8.2 Contractor shall meet the following goals, consistent with DPSS goals:

- Ensure 95 percent of all Participants are seen within 20 minutes or less from their appointment time.
- Respond to all inquiries, including inquiries from community advocacy groups, within two hours.
- Achieve a 98 percent satisfaction rate with Contractor services of those surveyed.
- Ensure services under this Contract continue in the event of a strike or other labor action of the Contractor's employees.
- Safeguard the integrity of the County's GAIN W-t-W Program by actively preventing against all forms of fraud.

2.9 Use of Outside Resources

Contractor, upon County approval, may use outside resources, if:

- There is NO charge to County;
- Confidentiality rights are protected;
- Services are within allowable time frames; and
- GAIN Participant progress is monitored.

3.0 SPECIFIC TASKS

3.1 Welfare-to-Work Program

In administering the GAIN W-t-W Program, Contractors must abide by all GAIN policies and regulations that govern this program. This Contract is not meant to supersede GAIN policies and regulations and is consistent with them. The tasks in this Section 3.0, Specific Tasks, are subject to Performance Outcomes, Key Measures and Performance Requirements and are included in this Statement of Work, Technical Exhibits A-1, Performance Outcomes Summary Chart, A-1A, Key Measures Summary Chart and A-1B, Performance Requirements Summary Chart. County, at its sole discretion, may change the means of measuring these tasks via an Amendment, as noted in Contract, Section 11.0, Terms and Conditions, Subsection 11.6, Changes and Amendments.

3.1.1 W-t-W Flow Plan

- 3.1.1.1 Contractor shall be responsible to track and report the W-t-W services through effective case management.
- 3.1.1.2 Contractor shall ensure that Participants are scheduled for their first and subsequent W-t-W activities with lapses of no more than 30 days between activities.
- 3.1.1.3 A W-t-W Flow Plan has been developed to capture the complex array of services offered under the GAIN program. Contractor's Case Managers shall follow the Welfare-to-Work Service Flow Chart, (refer to Technical Exhibit A-6 in this Statement of Work) when providing

services to W-t-W Participants. The following subsections provide additional information on various stages in the flow plan.

3.1.2 W-t-W Case Assignment

- 3.1.2.1 Contractor shall assign newly referred W-t-W Participants on the date the referral is received or within no more than five workdays. If a Participant is erroneously assigned, Contractor shall expeditiously reassign the Participant, as appropriate.
- 3.1.2.2 Contractor shall ensure GEARS is updated to allow for automated assignment, when possible. If not possible, Contractor shall ensure assignments are manually made quickly and effectively.
- 3.1.2.3 Contractor shall provide W-t-W Case Assignment services by completing the following steps:
 - a. Identify and assess Participants for the GAIN Program.
 - b. Perform all required GEARS updates within one (1) business day.
 - c. Schedule newly referred GAIN Participants for W-t-W activities with lapses of no more than seven days between each activity, for the appropriate duration of the Program, as specifically outlined in the Statement of Work.
 - d. Assign Participants to Appraisal prior to assignment into any other component.
 - e. Register and enroll Participants for Appraisal through data entry on GEARS.
 - f. Prepare and send an activity assignment letter in the Participant's primary language to each Participant scheduled for Appraisal on the date the referral is received or within no more than five workdays.
 - g. Update GEARS with Participant's completion, no show or rescheduling of Appraisal within one business day.
 - h. Initiate non-compliance procedures when a Participant fails to attend Appraisal or other activity/scheduled appointment.
 - i. Accurately update required changes (referral assignments and reassignments, component start dates and end dates) to GEARS within one business day.
 - j. Assign to Job Club as the initial GAIN flow activity, unless the Contractor has determined that the Participant would not benefit from that activity, for example because the Participant is already in an educational activity or working full time.
 - k. Refer to Vocational/Career Assessment utilizing a GEARS-generated referral (GN 6006).

- l. Upon receipt of the Vocational/Career Assessment Summary and Employment/Career Plan (GN 6014), ensure GN 6014 assessment results are updated on GEARS by updating MGAR/MGAS screens within one (1) business day.
- m. Upon receipt of the GN 6014, schedule an appointment within ten business days to review and develop the employment plan with the Participant, as indicated on the GN 6014.
- n. Ensure the W-t-W plan(s) are signed and updated to GEARS as required by GAIN policy.

3.1.2.4 Contractor must accept all non-exempt Participants into the GAIN Program. Participants cannot be rejected, except in cases involving specific conditions, e.g., qualifying for W-t-W exemption or sanctions for non-compliance, only after Due Process, as determined by Program regulations.

3.1.3 **Appraisal**

Contractor shall conduct an hour-long one-on-one GAIN appraisal interview for all GAIN Participants, which shall include, but not be limited to:

- 3.1.3.1 An appraisal of work history, educational achievement, and literacy.
- 3.1.3.2 An evaluation of the Participant's immediate supportive service's needs, e.g., child care, transportation, ancillary/work-related benefits, etc.
- 3.1.3.3 An explanation of W-t-W GAIN Program requirements and responsibilities, (i.e. weekly hours of participation requirement, good cause, exemption, noncompliance, sanction, etc.).
- 3.1.3.4 An overview of the Contractor's specific method and processes for providing services and work activities.
- 3.1.3.5 An explanation of the financial and social benefits of working.
- 3.1.3.6 Specialized Supportive Services, (mental health, domestic violence, substance abuse) screening.
- 3.1.3.7 Learning Disability screening.
- 3.1.3.8 An explanation of W-t-W 48-month Time Limit.
- 3.1.3.9 An explanation of Expungement Services.
- 3.1.3.10 An explanation of Right to Third Party Assessment
- 3.1.3.11 Provide the "Bridge to Independence" Guidebook.
- 3.1.3.12 Self-Initiated Programs (SIP) component.

3.2 **Self-Initiated Programs (SIP) Monitoring**

SIP is an education or training program in which a Participant is enrolled prior to the date of the appraisal appointment.

- 3.2.1 Contractor shall approve or deny a SIP according to GAIN Program requirements.
- 3.2.2 Contractor shall monitor the attendance and progress of Participants in approved SIP, and when the SIP is completed, refer the Participant to Orientation/Job Club/Vocational Assessment and promote a rapid transition to employment.

NOTE: SIP Participants must participate in concurrent W-t-W activities (e.g., work study, bridging/community services, etc.) when the hours of the education and/or training program are less than the full-time weekly Participation Rate discussed in this Statement of Work, Section 3.0, Specific Tasks, Subsection 3.4, Development of the Welfare-to-Work Plan below.

3.3 Job Club/Orientation/Vocational Assessment (JCO/VA)

Consistent with GAIN Program's goal, JCO/VA's primary goal is to assist Participants in obtaining, securing, and/or promoting to long-term employment at a living wage and self-sufficiency.

3.3.1 Contractor shall refer all non-exempt GAIN Participants, except SIP Participants, to the JCO/VA Program that is provided by another agency contracted by the County, (Los Angeles County Office of Education [LACOE]).

3.3.2 JCO/VA Program is a four-week Job Readiness and Career Planning Services Program that consists of:

3.3.2.1 Orientation/Motivational training is a one-day training session. It is the first activity of JCO/VA. However, it can be assigned as an independent W-t-W activity if it is determined that the Participant does not need to attend Job Club. LACOE conducts the Motivational training in group sessions which are presented in the following languages: English, Spanish, Armenian, Cambodian, Chinese, Korean, Russian, Tagalog, and Vietnamese.

3.3.2.2 The LACOE presenter begins the Orientation session by providing an overview of the GAIN program along with the GAIN Participant's rights and responsibilities. Then, the LACOE presenter focuses on motivational training which:

- raises the Participant's self-esteem,
- identifies existing transferable work-related skills,
- teaches the concept of "it pays to work," and
- build the Participant's confidence to perform in the local labor market.

Upon completion of the Orientation session, Participants are eligible for a \$25 gift certificate drawing administered by LACOE.

3.3.2.3 All Participants are required to attend motivational training unless they are exempted by one of the following criteria and wish to be excused:

- Self-declare having a domestic violence, mental health, or substance abuse problem which prevents participation in a W-t-W activity.
- Enrolled and participating in an approved SIP prior to the date of the appraisal appointment.
- Employed.
- Cannot miss school to attend a full-day motivational program.

Participants who qualify for an exemption are still encouraged to attend in order to learn more about the services offered in GAIN.

3.3.2.4 LACOE will provide a one-week, Job Preparation and Planning Seminar to develop a Career Goal Plan as an employment guide, beginning the day following completion of Orientation/Motivation training.

3.3.2.5 LACOE will provide a three-week intensive job search activity with an optional week for educational/vocational training, if appropriate, following this schedule:

Week 1 The Job Preparation and Planning Seminar concentrates on teaching the Participant to complete a job application, prepare an effective resume for job searches, and practice intensive interview exercises administered by Job Club staff. The Participant also learns about work behaviors and attitudes, employers' expectations, participation, dress codes, earning disregards, working parents' budget, goal setting progress, etc.

Week 2 The job search is focused on targeted jobs with a living wage.

Week 3 The job search is focused on targeted occupations that have documented potential growth that will lead to a living wage. For Participants who have not found employment, a referral for Vocational Assessment is made by the collocated GAIN Case Manager stationed at the Job Club site.

Week 4 This week focuses on helping Participants secure any job paying at least minimum wage or identifying and enrolling Participants in an educational/training activity to be combined with part-time employment.

3.3.3 Contractor shall accurately update all required changes including, but not limited to, updating referral assignments and reassignments, component start dates and end dates in GEARS within one (1) business day.

3.3.4 Contractor shall ensure Participants are provided with the necessary Specialized and non-Specialized Supportive Services (i.e., child care, transportation, etc.) to participate in their JCO/VA activities.

- 3.3.5 Contractor shall review GEARS alerts for Participants completing or not showing to JCO and shall initiate non-compliance procedures according to GAIN Program requirements when Participants fail to attend their JCO/VA activities.

3.4 Development of the Welfare-to-Work Plan

- 3.4.1 Contractor shall ensure that CalWORKs Participants sign their initial W-t-W plan within 90 days of their approval of CalWORKs cash aid as required by County.

The W-t-W Plan shall include:

- Specific activity assignments and services that will move the Participant into sustained employment/self-sufficiency.
- Hours of participation required.
- Other details as indicated on the W-t-W Agreement form that will be provided by County.

- 3.4.2 Contractor shall ensure that each Participant is participating full-time in the W-t-W activities as outlined by the State. The requirements are currently as follows:

- 32 hours/week for Participants in a one-parent assistance unit.
- 35 hours/week between the two adults in a two-parent assistance unit where at least one parent must participate a minimum of 20 hours.

3.4.2.1 Contractor shall enroll all non-exempt adults in at least 20 hours per week of Core W-t-W Activities. If needed, Contractor may enroll Participants for up to 12 to 15 hours per week in Core or non-Core activities to meet State participating requirements cited in this Section's Subsection 3.4.2. above that will aid recipients in obtaining employment. Refer to Contract, Section 2.0 Definitions, Subsections 2.28, Core Activities and 2.71, Non-Core Activities. These activities shall be described in the Participant's W-t-W plan.

3.4.2.2 Contractor shall ensure W-t-W activities are customized for each Participant to promote the best opportunity for self-sufficiency and continuous employment once a job is obtained.

W-t-W activities shall be selected from the list of approved activities below. Activities may be required concurrently, and it is anticipated that many Participants will be involved in multiple concurrent activities.

- Unsubsidized Employment
- Paid Work Experience/Work Experience
- On-the-Job Training
- Work Study
- Self-Employment

- Job Search and Job Readiness Assistance
- Job Skills training directly related to employment
- Vocational Education and Training
- Education directly related to employment
- Community Services
- Adult Basic Education (includes remedial education, GED, and ESL)
- Substance abuse treatment, mental health services, and domestic violence services
- Post-Employment Services:
 - Job retention services
 - Skills and career enhancement
 - Life skills and mentoring
- Post Time-Limited Services
- Life Skills Classes
- Bridging/Concurrent Activity

3.5 Dual Track Evaluation

Dual Track program is available to Participants under special circumstances where the W-t-W Flow of Orientation to Job Club may not meet the Participant's unique needs. The Dual Track screening tool is administered by LACOE. Upon receipt of the Dual Track screening application from LACOE, Contractor shall:

- 3.5.1 Score the Dual Track;
- 3.5.2 Based on the Participant's score, determine whether or not the Participant is "Dual Track";
- 3.5.3 If the Participant is "Dual Track," he/she has an option to by-pass Job Club and be referred to Vocational Assessment or opt to continue participating in the regular Job Club;
- 3.5.4 If no "Dual Track," the Participant continues to participate in the regular Job Club.

NOTE: Dual Track candidates are offered the option during Job Club to combine part-time work concurrent with a W-t-W remedial course to improve literacy, i.e., reading, writing, math, English as a Second Language (ESL), and Vocational English as a Second Language (VESL).

3.6 Vocational/Educational Training Assessment

- 3.6.1 Contractor shall refer all Participants, except Participants in an approved, full-time SIP, who have not obtained full-time unsubsidized employment or have not completed Vocational Assessment by the end of the JCO period described

above, to County approved Vocational Assessment providers for Vocational Assessment. Contractor shall utilize the Vocational Assessment in developing a W-t-W Plan.

- 3.6.2 Based on the results of a Vocational Assessment, Contractor shall make appropriate and timely referrals to Vocational and/or Educational (VOC/ED) training programs. Appropriate referrals are scheduled with the provider and entered onto the GN 6006 via GEARS. Contractor shall consider the Participant's needs for VOC/ED training, including, but not limited to ESL classes, and incorporate the appropriate training as part of the Participant's W-t-W Plan.
- 3.6.3 Contractor shall accurately update GEARS of all required changes including, but not limited to updating referral assignments and reassignments, component start dates and end dates to GEARS within one (1) business day.

3.7 Clinical Assessment

- 3.7.1 At W-t-W Intake, Contractor shall conduct a mandatory Specialized Supportive Services (SSS) screening to determine if a Participant requires a referral for Domestic Violence services and/or a Clinical Assessment (CA) for Mental Health (MH) services and/or Substance Abuse (SA) treatment.

As part of the "Services for Timed-Off Participants" Program, PTL Participants will also be screened upon exhausting their 48 month lifetime limit on cash assistance during the initial contact where "Services for Timed-Off Participants" will be discussed.

Based on this screening, and/or at any time the Participant self-discloses a need for SSS, the Contractor shall make referrals as appropriate. Contractor shall make every effort to ensure Participants are referred to clinical assessment, domestic violence, mental health, and/or substance abuse services timely and appropriately.

- 3.7.2 Contractor must ensure all necessary supportive services are authorized to facilitate a Participant's participation in SSS and encourage Participants to attend and complete these services.
- 3.7.3 Contractor shall work with the Participants, coordinating with SSS agencies, to develop appropriate concurrent W-t-W activities for the Participant.
- 3.7.4 Contractor shall accurately update GEARS of all required changes including, but not limited to: updating referral assignments and reassignments, component start dates and end dates to GEARS within one (1) business day.

3.8 Homeless Supportive Services

CalWORKs/GAIN Participants identified as homeless are to be expedited into the GAIN Program to receive intensive GAIN services in conjunction with intensive homeless case management services provided by CalWORKs Homeless Case Managers (HCM).

- 3.8.1 Contractor shall ensure that all CalWORKs Participants designated as "homeless" or "at risk" of being homeless and needing GAIN registration within

one (1) day unless technical barriers exist receive expedited Homeless Supportive Services (HSS) services.

- 3.8.2 Contractor must assign a full-time HSS case manager designated to be a member of the SSS Unit.
- 3.8.3 The HSS case manager shall coordinate the expedited appointment into GAIN, assess the Participant's ability to participate in GAIN including referrals to SSS, and expeditiously issue GAIN case management services.
- 3.8.4 The HSS case manager shall work in conjunction with the CalWORKs HCM to assist Participant by providing intensive homeless case management activities focusing on assisting the families in finding secure and permanent housing until the Participant's housing situation is stable.
- 3.8.5 The HSS case manager shall open the Homeless component which consists of various types of seminars addressing housing barriers, i.e., housing search, life skills, money management, etc.
- 3.8.6 The HSS case manager shall monitor the Homeless indicator along with the automatic GEARS alerts in the GEARS Maintain Case Phone and Address (MCAP) screen which reflects the current homeless status, and shall automatically terminate open non-compliances and close/deny any pending sanctions which occur within 90 days of the "Homeless service" date.
- 3.8.7 The HSS case manager shall ensure that good cause is granted for up to three months to Participants whose emergency housing situation is unstable. Once the good cause expires, the Participant shall meet with the HSS case manager to discuss his/her housing situation and his/her ability to participate in W-t-W activities

3.9 Post-Employment Services

- 3.9.1 Contractor shall offer Post-Employment Services (PES) to employed Participants. Contractor shall accurately document that such services were offered both appropriately and timely in GEARS Maintain GAIN Participant Activity (MGPA) comment screen.
- 3.9.2 Contractor shall work in conjunction with educational providers and community agencies to inform Participants of the many opportunities available through education and training services.
- 3.9.3 Contractor shall, to the extent possible, coordinate post-employment orientations for employed Participants during non-traditional hours in an effort to increase participation.
- 3.9.4 Contractor shall encourage Participants to seek jobs that pay higher than minimum wage and that provide for wage progression and advancement.

3.10 Post Time-Limited Services

- 3.10.1 Contractor shall offer Post Time-Limit (PTL) Services to Participants approaching the expiration of their 48-month lifetime CalWORKs participation period. Contractor shall accurately explain the services available through the GAIN/CalWORKs program and shall document that such services were offered

timely and the Participant's decision to accept or decline PTL services in the GEARS MGPA and MPTS screens.

- 3.10.2 Contractor shall ensure Participants have all the necessary Supportive Services (child care, transportation, ancillary services) in place prior to the component appointment date.
- 3.10.3 Contractor shall accurately update required changes/assignments, including an assignment to PTL services to GEARS within one (1) business day consistent with GAIN policies and procedures.
- 3.10.4 Contractor shall outreach, and to the extent possible, engage timed-off (less than 12 months from timed off date) Participants in W-t-W activities.

3.11 Non-Compliance Requirements

The overall goal of this requirement is to minimize the number of sanctioned Participants with the expectation that if the Participant understands the importance of compliance in the GAIN W-t-W Program, he/she will comply with his/her W-t-W plan and remain in full compliance.

- 3.11.1 Contractor shall outreach to Participants to determine the reason(s) for the nonparticipation and assist the Participant to resolve the issues to prevent noncompliance or a sanction.
- 3.11.2 Contractor shall complete all tasks and responsibilities pertaining to noncompliance contained in GAIN Policy Chapter 1300 and any other procedural requirements issued by DPSS.
- 3.11.3 Contractor shall hold Participants accountable for meeting their W-t-W responsibilities and their W-t-W Plan. Contractor shall assist the Participant by any reasonable means to ensure the Participant remains in compliance with Program expectations.
- 3.11.4 Contractor shall initiate a recommendation that a sanction be imposed on a Participant who fails or refuses to comply with mandatory appointments or other requirements.
- 3.11.5 Contractor shall promptly notify the Participant and the designated County Issuance Approval staff within time limits prescribed by County upon determining that the Participant has failed or refused to comply with program requirements, including hours of participation.

NOTE: This sanction is a "Discretionary Action" that is used for the purpose of enforcing the CalWORKs program participation requirements and entails a deduction in the Participant's CalWORKs cash grant. State law requires that only County Issuance Approval staff may impose a sanction on Participant's case. Thus, County will review the case situation and make the final decision on the sanction recommendation.

4.0 ADDRESSING BARRIERS TO EMPLOYMENT

The GAIN Program includes a diversity of services that assist Participants in overcoming a wide range of barriers to employment. Contractor shall ensure the

following services are provided and administered appropriately. The tasks in this Section 4.0, Addressing Barriers to Employment, are subject to Performance Outcomes and Key Measures and are included in this Statement of Work, Technical Exhibits A-1 (Performance Outcomes Summary Chart) and A-1A (Key Measures Summary Chart).

4.1 Coordinate Supportive Services

Contractor shall ensure that CalWORKs/GAIN Participants receive the necessary Supportive Service benefits timely which include child care, transportation, and work-related expense payments (Ancillaries) that are needed to engage in W-t-W activities and to accept and maintain employment. CalWORKs funds are used for the supportive service payments via the GEARS.

4.1.1 Supportive Service Payments For Transportation and Ancillaries

4.1.1.1 Contractor shall ensure all requests for transportation and education/work-related benefits are offered to CalWORKs/GAIN Participants using only County required forms.

4.1.1.2 Contractor shall assess the appropriateness of the request, including exploring alternative options in meeting the Participant's needs, request necessary documentation to substantiate the request from the Participant, and document and maintain verification in the Participant's case file and update the information into GEARS. Contractor shall ensure all necessary documents to substantiate requests are on file, the appropriate activity is reflected on GEARS, and that the request is attached to the correct activity prior to submitting to the County Issuance & Approval (CIA) staff.

NOTE: For ancillary benefits, Contractor is to request follow-up documentation, and when not provided, the Contractor shall take appropriate action to create overpayment records on GEARS.

4.1.1.3 Upon receipt of Participant's request, Contractor shall determine eligibility, calculate and approve public transportation authorization payments via GEARS within two business days, one day for contracted case manager and one day for contracted supervisor. With regards to retroactive requests and payments above the specific threshold limit (\$350.00), the Contractor shall make appropriate referrals to the review team involved in the CIA process within two business days. County staff will review mileage and employment/training related payment requests and make the final approvals.

4.1.1.4 Contractor shall accurately update GEARS of all required changes including, but not limited to: updating referral assignments and reassignments, component start dates and end dates to GEARS within one (1) business day.

4.1.2 Supportive Services for Child Care

- 4.1.2.1 Contractor shall ensure all requests for child care services are offered to CalWORKs/GAIN Participants using County required forms and properly document the offer in GEARS MGPA screen.
- 4.1.2.2 Contractor shall refer Participants with child care needs to the appropriate Resource and Referral/Alternative Payment Program (R&R/APP) agency designated by the County to establish child care arrangements, as needed.
- 4.1.2.3 Contractor shall assist the Participants to resolve any subsequent child care problems and work with Participants and the R&R/APP agency to establish back-up plans for child care, when necessary.

4.2 **Dressing Professionally**

Contractor shall provide information to Participants about appropriate attire for job interviews and the work site and require Participants to come to Program activities dressed in work attire. Contractor may assist Participants by requesting authorization of an ancillary clothing allowance.

4.3 **Learning Disabilities**

Contractor shall be responsible for screening Participants for existing Learning Disabilities (LD) and directing them towards appropriate services per established policy and procedures. Contractor shall ensure LD services are explained, offered and documented in GEARS MGPA screen, as appropriate.

4.4 **Coordinate and Maintain Networks and Resources Provided by DPSS**

In administering the GAIN Program, Contractor shall work within the community in providing coordinated services and meeting the needs of the general community. Contractor shall coordinate the provisions of W-t-W related services with community organizations/agencies that provide services deemed necessary to help Participants (e.g., tattoo removal).

4.4.1 Coordination within the Community

- 4.4.1.1 Contractor shall establish and maintain a good working relationship with the network of community providers by:
 - Meeting with community organizations on a regular basis
 - Hosting the GAIN Regional Education and Training (GRET) meeting quarterly.
 - Attending community meetings when asked by CalWORKs Districts and/or GAIN Program.
- 4.4.1.2 Organizations with which the Contractor is expected to cultivate active working relations are, at minimum, the following:
 - Local CalWORKs District and GAIN Regional offices.
 - Local County offices that provide health and human services.

- Community welfare advocacy groups.
- Community groups that serve the GAIN population.
- Education/training providers, including but not limited to, community colleges, adult education schools, Regional occupational centers and programs.
- Workforce Investment Boards.
- CalWORKs domestic violence, mental health, and substance abuse service providers.

4.4.2 Responsiveness to Community Needs

Contractor shall be responsive to the community needs as follows:

- Provide a chain of command, including a Community Liaison, for County review and approval.
- Respond to advocate concerns within two hours, as defined by DPSS policy
- Involve the Contract's CCA and/or DPSS Program Staff in resolving disputes between the Contractor and community organizations, as necessary.
- Maintain a log of all community inquiries regarding GAIN Services, and provide a copy of this log with the Contractor's Monthly Management Report.

4.5 **GAIN Sanction Home Visit Outreach (GSHVO) Program**

The GAIN Sanction Home Visit Outreach (GSHVO) Program provides outreach to Participants, with or without specialized supportive service's needs, who are at risk of being sanctioned or who are currently sanctioned. The GSHVO Program provides the County with an additional opportunity, beyond those available to the case-carrying GSW, to establish contact and engage Participant in identifying and accessing the appropriate services to overcome barriers, enabling them to complete their W-t-W component and move towards self-sufficiency.

Contractor shall ensure GSHVO Program's primary goal to reduce GAIN sanctions by promoting successful resolution of GAIN Participant's noncompliance issues and re-engaging the GAIN Participant into W-t-W activities that will lead them to self-sufficiency as follows:

- 4.5.1 Contractor shall assign the number of staff, (Case Managers, one Supervisor, and one Unit Assistant) funded to perform the tasks associated with the GSHVO Program. Contractor's staff shall follow all DPSS Directives, GAIN Policy Chapter 1300 and/or other procedural requirements issued by DPSS pertaining to the GSHVO Program to meet the standard as defined in Performance Outcome Area 2 in the Statement of Work – Technical Exhibit A-1.

Contractor shall provide at minimum, but not limited to, the following tasks:

- a. Assign cases to GSHVO within one workday of the date of discovery;
- b. Initiate telephone contacts to Participants;
- c. Send the GSHVO letter to Participants;
- d. Schedule home visits;
- e. Upon contact, engage the Participant by providing program information, services available, and assistance in resolving noncompliance issues;
- f. Identify the reasons for the Participant's failure or refusal to cooperate with GAIN Program requirements;
- g. Explain the compliance process and provide information on how to resolve noncompliance issues or how to remedy the sanction;
- h. Negotiate a resolution and complete the Compliance Plan and/or necessary contracts;
- i. Complete the GAIN appraisal activities (excluding updating GEARS), call LACOE for a JCO appointment, schedule the JCO appointment, and initiate the child care process;
- j. Initiate extended outreach activities to Participants in sanction status over 90 days;
- k. Initiate required contacts/referrals including SSS providers for DV, SA, and MH services;
- l. Assess the need for child care services, transportation, and ancillary/work-related expense; and
- m. Complete all reports and surveys required by DPSS.

4.6 Homeless CalWORKs Families Project (HCFP)

The Homeless CalWORKs Families Project (HCFP) began in 2002 and is ongoing contingent upon available funding. For this Contract, HCFP services shall apply to Region VII only.

- 4.6.1 Contractor shall assign a dedicated staff to provide intense supportive assistance for families enrolled in HCFP. Contractor's staff shall follow all DPSS Directives or other procedural requirements issued by DPSS pertaining to HCFP.
- 4.6.2 The HCFP case manager shall be co-located at the Mental Health Provider's site for at least two eight hour days a week in order to provide services to the families in HCFP.
- 4.6.3 The HCFP case manager shall perform at a minimum, but not limited to, the following tasks:
 - a. Complete time limit reviews;
 - b. Establish contact with Participants via telephone and/or face-to-face contact or through DPSS Mental Health Provider or Los Angeles Homeless Services Authority;

- c. Remain in constant communication with DPSS, Department of Mental Health and the Department of Public Health throughout the entire program and ensure that Participants are capable of participating in a concurrent activity;
- d. Refer Participants to JCOVA, once families are stabilized and Participants are able to fully participate in GAIN activities;
- e. Schedule Participants for required GAIN activities and ensure GAIN participation by completing the W-t-W contract, updating the case records and GEARS as needed;
- f. Refer Participants to Vocational Assessments as needed;
- g. Assist Participants to resolve any GAIN related issues (i.e., sanctions, Specialized Supportive Services needs, etc.) by evaluating case situations and making the appropriate referrals;
- h. Assist eligible families with non-Specialized Supportive Services (i.e., child care, transportation, ancillary requests);
- i. Make necessary referrals to other SSS if requested by Participant;
- j. Initiate and update the GN 6070 (Participant Progress Report) or GN6008 (Mental Health Assessment Report), as required; and
- k. Attend weekly and monthly inter-agency meetings as scheduled.

5.0 VOLUNTEER INCOME TAX ASSISTANCE (VITA) PROGRAM

Contactors shall assign qualified full-time staff who will be comprised of GSW and GAIN Services Supervisor from Regions II and VII for the duties associated with the VITA Program. This program is contingent upon available funding, otherwise the services and its corresponding term will be terminated.

The Contractor's VITA program staff shall follow all Directives, or other procedural requirements, issued by DPSS pertaining to the VITA Program. The basic duties of the Contractor's VITA staff shall include, but are not limited to, the following:

- 5.1 Be available to provide VITA services during the 2012 and 2013 tax seasons. VITA services for the 2012 tax season are expected to begin in February 2012 and run through March 2012. VITA services for the 2013 tax season are expected to begin in February 2013 and run through March 2013;
- 5.2 Provide income tax return preparation assistance, through the Internal Revenue Service (IRS) VITA Program, to current recipients of CalWORKs, Food Stamp, or Medi-Cal, or former recipients of CalWORKs within the last 12 months at the GAIN Regional office as specified below. The IRS will provide support, training, and tax preparation software through their website for the implementation of this program;
- 5.3 Provide services to qualified Participants every Saturday and at least two evenings per week, during the VITA service period. The appointment system shall be based on the number of available VITA staff while accommodating the Participants' need;
- 5.4 Attend VITA training provided by the IRS and/or DPSS; and

5.5 Complete timely and accurate reports per DPSS administrative releases or other procedural requirements.

5.6 The contracted Regions/offices to be used for the VITA program are as follows:

West San Fernando Valley

21415 Plummer St., Chatsworth, CA 91311

East San Fernando Valley

3307 N. Glenoaks Blvd., Burbank, CA 91504

Palmdale/Santa Clarita

1050 E. Palmdale Blvd., Palmdale, CA 93550

5.7 Due to differing funding sources, Contractor shall submit a separate invoice each month for VITA services rendered to non-CalWORKs (CalFresh and Medi-Cal) Participants and a separate invoice each month for VITA services rendered to CalWORKs Participants.

6.0 BUSINESS SERVICES SPECIALIST

The title of "Business Services Specialist" (BSS) is the name of all Contractors' job development staff. The name reflects that as an extension of case management, the BSS must regularly interact with the business community in order to cultivate and maintain the relationships that provide our Participants with job opportunities.

The BSS is responsible for identifying and preparing potential candidates who can meet business staffing needs. This entails coordinating and/or providing services including: staffing and placement assistance, pre-screening and interviewing, workforce development and additional business resource assistance through our partners.

6.1 Contractor shall assign at least one Business Services Specialist (BSS) as the area's LA LINK representative.

6.2 The BSS shall assess and develop a Participant's job readiness, create or update resumes and make referrals to employers/other agencies, as appropriate.

6.3 The BSS shall proactively collaborate with the business community, educational providers and other community organizations to develop employment opportunities or short-term training programs to meet labor market demands.

6.4 During In-House Job Search, the BSS is responsible for verifying the job searches in order to account for the Participant's hours of participation.

7.0 PROGRAM OUTCOMES

The overall vision of the GAIN Program is to assist W-t-W Participants in overcoming barriers to find employment that will result in economic self-sufficiency and independence from welfare programs. The County's GAIN Program goals were developed with this ultimate vision in mind and the contracted services in this Statement of Work are consistent with these goals.

Consistent with administering Programs and Services with specific and measurable outcomes, the following Program Outcomes in this Section 7.0 are identified as being measurable and are included in this Statement of Work, Technical Exhibit A-1, Performance Outcomes Summary Chart. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Performance Outcomes via a contract amendment, as detailed in Contract, Section 11.0, Terms and Conditions, Subsection 11.6, Changes and Amendments.

7.1 GAIN Program Outcomes

7.1.1 GAIN Program Participation Rates

Contractor shall ensure that each Participant is participating full-time in the work activities as outlined by the State. The requirements are currently as follows:

- 32 hours/week for Participants in a one-parent assistance unit.
- 35 hours/week between the two adults in a two-parent assistance unit where at least one parent must participate at a minimum of 20 hours/week.

Contractor shall enroll all non-exempt adults in at least 20 hours per week of Core W-t-W Activities. Contractor may enroll Participants in up to 12 to 15 hours per week in Core or non-Core activities to meet State participation requirements (Refer to Contract, Section 2.0, Definition, Subsections 2.28, Core Activities and 2.71, Non-Core Activities. These activities shall be described in the Participant's W-t-W plan.

7.1.2 Participant's Employability/Addressing Barriers

Contractor shall ensure that Participants continue to participate full-time in approved work activities by emphasizing and building upon the strengths of the Participants, rather than focusing on limitations and barriers.

Contractor shall earnestly work with Participants to identify the underlying cause(s) of the barriers; to resolve these personal and other barriers to employment; to develop a plan to prevent recurrence and set-backs, emphasizing the Participant's personal responsibility to oneself; and to provide GAIN W-t-W program options available to the Participants.

7.1.3 Participant's Employment/Job Placement

Contractor shall accurately verify initial verification of employment and monthly ongoing employment and documenting it in the GEARS MGPA screen.

Contractor shall provide diligent job placement assistance throughout the Participant's involvement in GAIN, determining the most appropriate job placement strategies for each Participant with the goal of long-term employment. Accordingly, Contractor shall seek jobs that pay higher than minimum wage and that provide for wage progression and advancement.

NOTE: The motto, "GAIN: A Bridge to Independence" shall be defined as consistent with the County's "Applicable GAIN Policies and Regulations." Contractor shall be mindful of the overall goal of the CalWORKs/GAIN programs: self-sufficiency.

7.1.4 Sustaining Employment and Self Sufficiency

Contractor shall utilize training and education resources within the Region that Participants can use to upgrade their skills after they have obtained a job. Contractor shall link employed Participants to these resources on a case-by-case basis to help them qualify for promotions or better-paying jobs, with the goal of permanent independence from welfare.

8.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

8.1 Introduction

The Performance Outcomes Summary Chart, Technical Exhibit A-1 lists the three Performance Outcome areas that will, in part, be used to determine the Contractor's performance. The Key Measures Summary Chart, Technical Exhibit A-1A, lists the Key Measures that will also be used to determine the Contractor's performance. The Performance Requirement Summary (PRS) Chart, Technical Exhibit A-1B lists the other required services that will be monitored by County during the term of the Contract. The PRS chart indicates the required services, the standards for performance, the maximum deviation from the Standard before service will be determined unsatisfactory, and the preferred method of monitoring.

All listings of required services or standards used in the three (3) aforementioned Exhibits (collectively "Charts") are intended to be completely consistent with the body of the Contract and its Statement of Work, and are not meant, in any case, to create, extend, revise or expand any obligation of Contractor beyond that defined in the body of the Contract and its Statement of Work. In any case of apparent inconsistency between required services or standards as stated in the body of the Contract, and its Statement of Work, and the Charts, the meaning apparent in the Contract will prevail. If any required service or Standard seems to be created in the Charts which is not clearly and forthrightly set forth in the body of the Contract or its Statement of Work, that apparent required service or standard will be null and void and place no requirement on Contractor and will not be the basis for liquidated damages deductions.

County expects a high standard of Contractor performance for these services because the provision of services to W-t-W Participants is critical to the mission of DPSS. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation from the acceptable standard occurs. However, it is the Contractor's responsibility to provide the services set forth in the Contract and Statement of Work, and summarized in the Charts.

8.2 Performance Outcome Areas and Key Measures

8.2.1 The Performance Outcomes Summary Chart, Technical Exhibit A-1 includes the three (3) specific Performance Outcome Areas that are consistent with County DPSS goals for the overall GAIN Program. These Outcome Areas, as applied to GAIN Services, are as follows:

- Work Participation Rate – Every three months, achieve a Work Participation Rate of 50 percent for work-eligible TANF Participants
- Sanction Rate – Every three months, achieve a sanction rate of 16.50 percent or below.
- Employment Rate – Every three months, achieve the target employment rate of 33 percent.

These Outcomes Areas will be subject to review and verification, as deemed necessary by County. The County will have zero tolerance for any data manipulation committed by the Contractor.

Determinations are based on the following:

1. Work Participation Rate (WPR) - shall be determined by using Los Angeles County Specific Work Participation Rate for the combined WPR result from E2Lite, TANF RADEP and expanded sample. E2Lite and TANF RADEP are calculated using TANF work-eligible individuals. The expanded sample is calculated using "GAIN Registered" Participants which are within the contractual caseload but, will not capture a true Federal WPR calculation.

The expanded sample will be used as an internal audit to capture the Los Angeles County Specific Work Participation Rate in combination with E2Lite and TANF RADEP. The expanded sample will have a similar function as the E2Lite, in that; alone, it is not recognizable by the Feds and State; however, will result in data that is statistically valid and can be broken down by region. The expanded sample will be selected as described in Technical Exhibit A-12

2. Sanction Rate – shall be determined by using data from the Global Reports.
3. Employment Rate – shall be determined by using the data from W-t-W 25 and Global Reports.

8.2.2 The Key Measures Summary Chart (Technical Exhibit A-1A) includes the Key Measures stated in this Statement of Work, as applied to GAIN Services, as follows:

1. Increase Appraisal Show Rate – Requires an increase Appraisal Show rate to 50%.
2. Reduced Percentage of Individual between Activities – Contractor to reduce percentage of registrants between activities for more than 30 days to 5%.
3. Reduced Percentage of Individuals without a W-t-W Plan signed within 90 days – Contractor to reduce the percentage of Participant without a W-t-W plan more than 90 days of CalWORKs approval to 10%.
4. Reduced Unassigned Pool Rate – Contractor to reduce the percentage of Participants in the unassigned pool more than 30 days to 3%.
5. Increased Timeliness of Supportive Services Authorization – Contractor to approve or deny transportation and ancillary services and submit to CIA within two workdays of request.
6. Increased Employment at Higher Than Minimum Wage- Requires Contractor to meet County's initial (entry level) wage rate.

These Key Measures are tools to gauge the Contractor's progress in meeting or exceeding set standards specified in this Section 8.0, Performance Requirements Summary (PRS).

Determinations are based on the following:

1. Increase Appraisal Show Rate - shall be determined by using data from the GAIN Activity Show Rate (GEARS) Report.
2. Reduced Percentage of Individual between Activities – shall be determined by using the data in the 30 Day Delinquent Recap Summary (GEARS) Report.
 “Reduced Percentage of Individuals between Activities” shall be determined by using data from GRRCM01B, Recap Report of 30-Day Delinquent Recap Summary (GEARS) Report as a numerator and data from GRRCM15E, Summary of Recap of Report of Active Mandatory or Exempt Not 10/13 Participants as a denominator.
3. Reduced Percentage of Individuals without a W-t-W Plan signed within 90 days – shall be determined by using data from the Recap Report of Reg. Aided Participants and Status of W-t-W Plan Signed (GEARS) Report.
 “Reduced Percentage of Individuals without Welfare to Work Plan Signed within 90 Days” shall be determined by using Recap Report of Registered Aided Participants and Status of WtW Plan Signed Report (the numerator is the number of “WtW Plan Signed” captured on GEARS report (GRRWTWP1-4) and the denominator is the number of “WtW Plan Signed” on GEARS report (GRRWTWP1-4) plus the number of “More Than 90” on GEARS report (GRRWTWP1-3).
4. Reduced Unassigned Pool Rate - shall be determined by using the data Participants with Appointment Type Unassigned Pool (GEARS) Report.
 “Reduced Unassigned Pool Rate” shall be determined by using number of cases in unassigned pool more than 30 days from Global Report divided by WtW Mandatory Population from Global Report.
5. Increased Timeliness of Supportive Services Authorization - shall be determined by case audit using the data from GEARS Report and GRRTRA11-01 and GRRANEX1-1. “Increased Timeliness of Supportive Services Approval or Denial” shall be determined by auditing cases from, GEARS Report GRRTRA11-01 and GRRANEX1-1 pursuant to Attachment A, Statement of Work, Technical Exhibit A-1B, PRS. The actual sample sizes for both transportation and ancillary will be determined using a 90% confidence level (level of certainty) and 8% confidence interval (level of precision).
6. Increased Employment at Higher Than Minimum Wage - shall be determined by using data from GAIN Employment Placement Rates and Avg. Wage (GEARS) Report.

Monitoring sources are subject to change according to need and at County discretion.

- 8.2.3 Contractor's performance rate for all other contracted services will be subject to review and verification for contractual compliance and consistency with County DPSS goals by following the other Performance Requirement Standards listed in this Section's Subsection 8.3 listed below.

In addition to using the determining factors listed in this Section's Subsections 8.2.1 and 8.2.2 above, County's Contract Monitors shall monitor by conducting case reviews on randomly selected cases to ensure Contractor took appropriate and timely action, per applicable GAIN Policies and Regulations and by interviewing of Participants.

8.3 Other Performance Requirement Standards

The PRS includes the Performance Requirement Standards stated in this Attachment A, Statement of Work that will measure the Contractor's performance related to other operational measures. These include, but are not limited to the following:

- 8.3.1 Verified Contractor met the living wage requirements for its employees.
- 8.3.2 Verified Contractor met required services that address Participant barriers to employment, and provided post-employment and post time-limited services.
- 8.3.3 Verified Contractor's required documentations, e.g., business license, certifications, attendance records, employer verifications, etc., related to the provided services.
- 8.3.4 Reviewed required statistical reports related to the provided service
- 8.3.5 Verified required data (employment and educational/vocational training) are accurately reflected in GEARS.
- 8.3.6 Verified Contractor's administrative obligations, e.g., accurate invoices, monthly reports, etc., are met.
- 8.3.7 Verified Contractor met County's standards in customer satisfaction.

8.4 Performance Requirements Summary (PRS) Chart

The Performance Requirements Summary (PRS) Chart, Technical Exhibit A-1B:

- 8.4.1 Provides the required services and cites the Section or Subsection where referenced. The sections in this Statement of Work are referenced in each of the required services listed on the PRS to explain how Degree of Deviation is determined.
- 8.4.2 Defines the standards and goals of performance for each of the required services (Column 2 of chart).
- 8.4.3 Shows the maximum allowable Degree of Deviation from perfect performance or County established standard for each required service that

is allowed before the COUNTY assesses fiscal adjustments (Column 3 of chart).

8.4.4 Indicates the method of monitoring the services which includes, but is not limited to "Data Source" from GAIN W-t-W reports, case reviews, etc. (Column 4 of chart).

8.4.5 Indicates the fiscal adjustments to be assessed for unsatisfactory performance.

8.5 Quality Assurance Monitoring Plan

On no less than a quarterly basis, Contractor performance will be monitored to the Contract standards and Degree of Deviation using the Quality Assurance Monitoring Plan (QAMP).

County may use a variety of monitoring methods to evaluate the Contractor's performance. The methods of monitoring that may be used include, but are not limited to:

1. A 100 percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items, e.g., case reviews, etc.;
3. Review of computer-generated and manual reports, statistical records and files maintained by the Contractor;
4. On-site observation of Contractor operations;
5. Activity checklists;
6. Participant interviews; and
7. Participant/Community complaints and/or Participant questionnaires.

8.6 Contract Discrepancy Report (CDR)

Performance of a required service is considered acceptable when the service expectation is met and the number of discrepancies found during monitoring procedures does not exceed the number of discrepancies allowed by the Degree of Deviation.

When the performance is unacceptable, the CCA will issue a formal Contract Discrepancy Report (CDR) to the Contractor's Contract Manager. The Contract Manager is required to follow the following procedures:

8.6.1 Upon receipt of this document, the Contract Manager is required to respond in writing to the CCA within five business days, acknowledging the reported discrepancies or presenting contrary evidence.

8.6.2 The Contract Manager shall provide a written explanation stating the reasons for the unacceptable performance, how the poor performance will be remedied, how it will resume at an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the

Contractor's explanation and determine if the corrective action is appropriate and if any fiscal deductions will be assessed.

- 8.6.3 A corrective action plan shall be submitted to the CCA within ten business days of CCA's evaluation notification to Contractor. This plan shall include, but is not limited to, a clear description of the corrective action plan to be taken, a timetable for the correction of all deficiencies identified in the CDR and a date by when the corrective action will be completed. If the corrective action takes longer than one month to complete, a status report of the corrective action's progress shall be included in the Contractor's Monthly Management Report (MMR).

8.7 Random Sampling - Criteria for Determining Acceptable or Unacceptable Performance

In monitoring the Contractor's performance, samples are selected at random so that they will be representative of a population of interest. Selections used in samples are used to measure performance on the Standard, and conclusions are made about the Contractor's performance for the whole population.

The random sampling plan includes the following process:

- 8.7.1 Select a sample at random so that it will be representative of the entire population and/or performance area.
- 8.7.2 Compare the sample to the performance standards to ensure the conclusions drawn from the sample represent the Contractor's overall performance.
- 8.7.3 Include the following information for determining acceptable or unacceptable performance:
- Degree of Deviation - The maximum allowable degree of deviation from perfect performance or County established standard that is allowed for each required service before the County assesses fiscal deductions;
 - Lot Size - The total number of units or services to be provided; and
 - Sample Size - The number of units to be checked in a given time period.

The Degree of Deviation for each sampling is taken from the PRS chart. The lot size is determined by selecting a population that the County determines appropriate for review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool is used to determine the sample from the appropriate lot size.

When the random sampling process is used, the Contractor's performance is deemed *Unsatisfactory* when the results of a review fail to meet the Degree of Deviation, as defined for each standard in the Attachment A, Technical Exhibit A-1B PRS Chart and/or the Contractor fails to achieve the minimum standard in the Attachment A, Technical Exhibit A-1B PRS Chart.

8.8 Unsatisfactory Performance Remedies

When Contractor performance does not meet the requirements of this Contract, County will issue a CDR and require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unsatisfactory performance, specific steps to return performance to a satisfactory level, and monitoring methods to prevent the recurrence of unsatisfactory performance.

After a CDR has been issued to Contractor for non-compliance of Contract provisions not specifically identified in the PRS and the corrective action has not been completed within the timeframe agreed upon, or a recurrence of the same unsatisfactory performance occurs within the term of this Contract, and a subsequent CDR(s) is issued to Contractor, County shall have the option to apply any or all of the following nonperformance remedies:

- 8.8.1 Reduce payment to Contractor by three hundred (300) dollars of the Flat Monthly Rate for each recurrence of unsatisfactory performance in any subsequent monitoring period following the issuance of a CDR.
- 8.8.2 Suspend, cancel, or terminate the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 8.8.3 Authorize to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s) satisfactorily, as determined by County, shall be the full responsibility of the Contractor. This section does not preclude County's right to terminate the Contract upon ten days written notice with or without cause, as provided for in Contract, Section 11.0, Terms and Conditions, Subsection 11.62, Termination for Convenience.

8.9 Remedy of Defects

Notwithstanding a finding of unsatisfactory performance, Contractor must, within ten business days, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level. Failure to correct the deficiency can result in termination of the Contract.

TECHNICAL EXHIBITS

PERFORMANCE OUTCOMES SUMMARY CHART

REQUIRED SERVICES	STANDARDS See Statement of Work, Subsection 8.2 Performance Outcome Areas and Key Measures	FISCAL ADJUSTMENT See Contract, Section 9.0 Performance Incentives and Deductions	MONITORING SOURCE*
Performance Outcome AREA 1 Work Participation Rate (WPR)	Every three months, achieve a WPR of 50% for TANF work-eligible Participants.	Increase or Reduction of .25 to 1.5 percent of the Flat Monthly Rate above or below Standard.	E2Lite & TANF RADEP and Expanded Sample
Performance Outcome AREA 2 Sanction Rate	Every three months, achieve a sanction rate of 16.50% or lower.	Increase or Reduction of .25 to 1.5 percent of the Flat Monthly Rate above or below Standard.	DPSSMART Global Report (CalWORKs Adults by Welfare-to-Work Category)
Performance Outcome AREA 3 Employment Rate	Every three months achieve the target employment rate of 33%.	Increase or Reduction of .25 to 1.5 percent of the Flat Monthly Rate above or below Standard.	WtW 25 & DPSSMART Global Report (CalWORKs Adults by Welfare-to-Work Category)

* Monitoring sources are subject to change according to need and at County discretion.

KEY MEASURES SUMMARY CHART

REQUIRED SERVICES	STANDARDS See Statement of Work, Subsection 8.2 Performance Outcome Areas and Key Measures	FISCAL ADJUSTMENT See Contract Section 9.0 Performance Incentives and Deductions	DEGREE OF DEVIATION ALLOWED	MONITORING SOURCE*
EY MEASURE #1 Increased Appraisal Show Rate	Increase Appraisal Show Rate to 50%	None	3%	GAIN Activity Show Rates (GEARS)_Report
KEY MEASURE #2 Reduced Percentage of Individuals between Activities	Reduce percentage of registrants between activities for more than 30 days to 5%	None	None	30 Day Delinquent Recap Summary (GEARS) Report (GRRCM01B) Report of Active Mandatory or Exempt Not 10/13 Participants (GRRCM15E)
KEY MEASURE #3 Reduced Percentage of Individuals without a WtW Plan signed within 90 days	Reduce percentage of Participants without a WTW plan more than 90 days of CalWORKs approval to 10%	None	None	Detail Listing of Registered Participants Without WTW Plan Signed by Days Elapsed and By Component (GRRWTWP1-3) Summary of Recap of Registered Participants and WTW Plan Signed (GRRWTWP1-4)
KEY MEASURE #4 Reduced Unassigned Pool Rate	Reduce percentage of Participants in the unassigned pool more than 30 days to 3%	None	1%	Participants w/ Appt. Type Unassigned Pool (GEARS) Report Global Report WTW Mandatory
KEY MEASURE #5 Increased Timeliness of Supportive Services Authorization	Ensure transportation and ancillary services are approved or denied and submitted to CIA within two workdays of request.	None	5%	Case audit using GEARS Report (GRRTRA11-01) Detail Report of All Paid Ancillary Authorizations (GRRANEX1-1)
KEY MEASURE #6 Increased Employment at Higher Than Minimum Wage	Meet County's initial (entry level) wage rate	None	3%	GAIN Employment Placement Rates and Avg. Wage (GEARS) Report.

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Provide at Contract effective date a Quality Control (QC) Plan and remain in compliance with this COUNTY-approved QC plan throughout the Contract term.</p> <p>SOW, Section 1.2, Quality Control Plan</p>	<p>a. Requires Contractor to provide a QC plan on Contract start date.</p> <p>b. Requires Contractor to comply with County approved plan.</p>	None	Review Compliance with the QC Plan	<p>a. Late or incomplete QC Plan \$500</p> <p>b. \$50 a day</p>
<p>At a minimum, provide services during County's normal business hours, Monday through Friday.</p> <p>SOW, Section 1.4, Hours of Operation/Holidays</p>	<p>Requires direct services be performed during the required hours of operation.</p> <p>Note: Contractor may have County-approved added optional business hours.</p>	None	<p>On-Site Observation</p> <p>Substantiated User Complaint</p>	\$100 per occurrence
<p>Ensure GAIN Participants are offered child care services and referred to the appropriate Resource and Referral/Alternate Payment Program (R&R/APP) Agency timely.</p> <p>Assist the Participants to resolve any subsequent child care problems and work with Participants and the R&R/APP agency, when necessary.</p> <p>SOW, Section 4.1.2, Supportive Services for Child Care Services</p>	<p>Requires same day child care referrals to the appropriate R&R/APP agency to ensure Participants can participate in W-t-W activities.</p>	3%	Conducting Case Reviews	\$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
Provide all management and administrative services necessary to provide planning, coordinating, implementing, and monitoring of Contract. SOW, Section 1.5, Contractor Management Services	Requires administrative and management services for providing program services, staffing, office management services, monitoring, cooperation with ASH, and prevention of Welfare Fraud.	None	On-Site Observation Substantiated User Complaint	\$50 per occurrence
Ensure that all confidential documents/papers are placed in a locked or secured container and shredded when disposing of such, as specified in Contract. No confidential documents/papers are to be recycled. Contract, Section 11.57, Shred Documents	Requires that all confidential documents/papers are placed in a locked or secured container and shredded when disposing of such. Confidential documents/papers shall not be recycled.	None	On-Site Observation Substantiated User Complaint	\$500 per occurrence
Ensure GAIN Participants are evaluated for Learning Disabilities appropriately and timely as specifically outlined in the Statement of Work. SOW, Section 4.3, Learning Disabilities	Evaluate and assign GAIN Participants to appropriate activities to help resolve Learning Disability barriers. Complete required screening tool and the Learning Disability screen in GEARS for each Participant.	3%	Case Reviews Substantiated User Complaint	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Ensure GAIN Participants are offered Post-Employment Services appropriately and in a timely manner as specifically outlined in the Statement of Work.</p> <p>SOW, Section 3.9, Post-Employment Services</p>	<p>Requires that Post-Employment Services are offered to employed GAIN Participants who meet eligibility criteria. appropriately and timely.</p>	3%	Case Reviews	\$50 per occurrence
<p>Ensure GAIN Participants are offered Post Time-Limited services appropriately and in a timely manner as specifically outlined in the Statement of Work.</p> <p>SOW, Section 3.10, Post Time-Limited Services</p>	<p>Requires GAIN Participants be offered Post Time-Limited services appropriately and timely.</p>	3%	Case Reviews	\$50 per occurrence
<p>Comply with the terms of the Customer Service Program directed by DPSS and as specifically outlined in the Statement of Work.</p> <p>SOW, Section 2.8, Customer Service</p>	<p>Requires Customer Service goals are met:</p> <ul style="list-style-type: none"> a. 95% of Participants are seen within 20 minutes of their appointment time. b. Response to community advocate inquiries is required within 2 hours. c. Achieves a 98% satisfaction rate of those surveyed. 	None	<p>On-Site Review</p> <p>Substantiated User Complaint</p> <p>Telephone survey</p>	<ul style="list-style-type: none"> a. \$100 per occurrence b. \$100 per occurrence c. \$200 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Ensure there is sufficient competently bilingual staff to administer GAIN case management services to Participants whose primary language is not English, but is one of the County threshold languages.</p> <p>SOW, Section 1.5.2, Contractor's Staffing Responsibilities</p>	<p>Requires providing sufficient competently bilingual staff to administer GAIN case management services to Participants whose primary language is not English, but is one of the County threshold languages.</p>	None	<p>Review of MMR</p> <p>Substantiated User Complaint</p>	\$100 per occurrence
<p>Utilize County-provided Language Line account to assist in serving Participants whose primary language is not English and not one of the County threshold languages.</p> <p>SOW, Subsection 2.1.3.5, Language Line Accounts</p>	<p>Requires Contractor compliance with Language Line usage. County has a zero tolerance of any misuse.</p>	None	<p>Review of MMR</p> <p>Substantiated User Complaint</p>	\$100 per occurrence
<p>Maintain and update a computerized inventory list of County-owned GEARS/LEADER equipment, other computers, furniture, equipment, supplies, etc., at each GAIN site.</p> <p>SOW, Section 2.2.4, Security for GEARS/LEADER Equipment</p>	<p>Requires the computerized inventory list be maintained and updated quarterly in accordance with County standards.</p>	None	<p>Review of Inventory List</p>	\$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Ensure that the GAIN/LEADER computer equipment is secure and the confidentiality of computer data is maintained.</p> <p>SOW, Section 2.2.4, Security for GEARS/LEADER Equipment</p>	<p>Requires ongoing security/upkeep of GAIN/LEADER equipment and the confidentiality of computer data is maintained in accordance with County standards.</p>	None	<p>On-Site Observation</p> <p>Substantiated User Complaint</p> <p>Inventory Reconciliation</p>	\$500 per occurrence
<p>Initiate and maintain a Participant case folder for each GAIN Participant as required by County; create and maintain a Participant case file in GEARS for each GAIN Participant as required by County.</p> <p>Timely and regularly update both the GAIN Participant case folder as well as GEARS.</p> <p>SOW, Section 2.3, Record Keeping</p>	<p>Requires accurate and timely documentation of the GAIN Participant's activities in the Participant's case folder</p> <p>AND</p> <p>Requires input to GEARS within one business day or applicable specified timeframes consistent with policy.</p>	None	<p>Case Reviews</p> <p>GEARS</p>	<p>\$50 per occurrence</p> <p>\$50 per occurrence</p>
<p>Ensure that Confidentiality Agreements are on file for all active Contractor employees.</p> <p>Maintain the confidentiality of GAIN Participants' records by maintaining folders in locked drawers and cabinets at GAIN sites and at Contractor's headquarters.</p> <p>SOW, Section 2.4, Confidentiality of Records</p>	<p>a. Requires all Contractor employees have Confidentiality Agreements on file prior to the employee's start date.</p> <p>b. Requires all GAIN Participants' records be secured in Contractor's sites.</p>	None	<p>Random Sampling</p> <p>On-Site Review</p>	<p>a \$500 per occurrence</p> <p>b. \$500 per occurrence</p>

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Assign an administrative person to receive and control the distribution of negotiables, ancillary allowances, monthly/weekly bus passes and bus tokens to the GAIN sites.</p> <p>Administrative staff shall also maintain accurate detailed control logs for audit purposes.</p> <p>SOW, Section 1.5.3, Office Management Services</p>	<p>a. Requires controls for distribution of negotiables, ancillary allowances, monthly bus passes and bus tokens.</p> <p>b. Requires an on-site immobile security-lock safe located in a secured.</p> <p>c. Requires accurate detailed control logs to be maintained.</p>	None	On-Site Inspection	<p>a. \$100 per occurrence</p> <p>b. \$50 per day</p> <p>c. \$50 per occurrence</p>
<p>Comply with the terms of the Civil Rights Complaints Procedure and DPSS Complaints Procedure as specifically outlined in the Statement of Work.</p> <p>SOW, Sections 2.6 Complaints and 2.7, Civil Rights Complaints Procedure</p>	Ensures the terms of the Civil Rights Complaints Procedures and Complaints Procedures, are met.	None	Substantiated User Complaint	\$100 per occurrence
<p>Comply with the terms of the Case Appeals Procedures and Welfare Fraud Procedures as directed by DPSS, and as specifically outlined in the Statement of Work.</p> <p>SOW, Section 1.5.5, Case Appeals and Section 1.5.6, Welfare Fraud</p>	Ensures the terms of the Case Appeals and Welfare Fraud Procedures are met.	None	On-Site Review Substantiated User Complaint	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
Provide timely and accurate monthly invoices with support documentation to the CCA as specified in Contract. Contract, Section 8.0, Invoices and Payment Process	Ensures that all invoices are accurate, have support documentation and are submitted timely.	None	100% Review	Late, inaccurate or incomplete invoice \$50 per day
Provide accurate and timely Monthly Management Reports (MMRs). Also provide any other reports requested by County to the CCA during the term of the Contract. Contract, Section 8.0, Invoices and Payment Process	Provides accurate and timely MMRs and any other reports requested by County.	None	100% Review	Late or incomplete MMR \$100 per day
Provide verification of insurance coverage to the CCA prior to the Contract start date and annually during the term of the Contract. Contract Subsections 11.36 General Insurance Requirements, and 11.39 Insurance Coverage Requirements	Ensures that all insurance policies are current and meet COUNTY insurance requirements.	None	Annual 100% Review	Full compensation for all costs incurred by County

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Enforce all the requirements of the County's Living Wage (LW) Program.</p> <p>Contract, Section 11.0, Terms and Conditions, Subsection 11.16 (Compliance with County's Living Wage Program), and Attachment P, Exhibit U (County of Los Angeles – Living Wage Ordinance)</p>	<p>Contractor is responsible for enforcing all the requirements of the County's Living Wage Program.</p>	<p>None</p>	<p>Substantiated User Complaint</p> <p>On-site Reviews</p>	<p>Late or Incomplete LW Reports \$50 a day</p> <p>Employee Payments Less Than LW pay \$100 a day</p>
<p>Implement a formal corrective action plan, approved by County, to remedy any and all unsatisfactory performance, within the timeframe agreed upon, via the issuance of a formal CDR.</p> <p>SOW, Section 8.8, Unsatisfactory Performance Remedies</p>	<p>Requires Contractor to implement a corrective action plan, when necessary, to remedy any and all unsatisfactory performance and prevent recurrence of same unsatisfactory performance in any subsequent monitoring period following issuance of CDR.</p>	<p>1 Occurrence</p>	<p>On-Site Review</p> <p>MMR Review</p> <p>Substantiated User Complaint</p> <p>Other sources</p>	<p>Reduction of \$300 dollars from Flat Monthly Rate, per recurrence</p>

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATE:

Date Prepared:

Date Returned by Contractor:

Date Action Completed:

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contract Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of QAE/CCA

Date

COUNTY ACTIONS: _____

Contractor Notified of Action: _____

Signature of County Contract Administrator

GAIN CASE MANAGEMENT CONTRACT
CASELOAD PROJECTIONS
FOR THE PERIOD OF AUGUST 1, 2012 THROUGH JUNE 30, 2014

	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	23 MO. AYT	
REVENUE	12,735	13,006	13,267	12,794	12,958	13,235	14,125	14,754	14,941	14,941	14,941	14,941	14,941	14,941	14,941	14,941	14,941	14,941	14,941	14,941	14,941	14,941	14,941	14,941	14,000
EXPENSES	7,198	7,353	7,500	7,233	7,322	7,516	7,997	8,341	8,446	8,446	8,446	8,446	8,446	8,446	8,446	8,446	8,446	8,446	8,446	8,446	8,446	8,446	8,446	8,446	8,000
TOTAL	19,531	20,361	20,767	20,027	20,276	20,611	22,116	23,095	23,387	23,387	23,387	23,387	23,387	23,387	23,387	23,387	23,387	23,387	23,387	23,387	23,387	23,387	23,387	23,387	22,000

CASELOAD PROJECTIONS BY LANGUAGE
FOR THE PERIOD OF AUGUST 1, 2012 THROUGH JUNE 30, 2014

REGION II	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Average	
Language	23	24	24	23	24	24	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	26
Arabic	59	50	51	59	50	51	68	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	67
Armenian	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1
Cambodian	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1
Chinese	11,415	11,561	11,593	11,470	11,612	11,919	12,656	13,225	13,394	13,394	13,394	13,394	13,394	13,394	13,394	13,394	13,394	13,394	13,394	13,394	13,394	13,394	13,394	13,394	12,903
English	30	82	83	80	81	84	93	93	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	90
French	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4
Korean	3	3	3	3	3	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Mandarin	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	12	12	13	12	12	13	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14
Russian	21	22	22	21	21	22	23	24	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	24
Spanish	1,109	1,133	1,155	1,114	1,128	1,158	1,230	1,265	1,301	1,301	1,301	1,301	1,301	1,301	1,301	1,301	1,301	1,301	1,301	1,301	1,301	1,301	1,301	1,301	1,253
Tagalog	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Vietnamese	9	9	9	9	9	9	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
TOTAL	12,773	13,016	13,267	12,744	12,853	13,255	14,139	14,754	14,911	14,911	14,911	14,911	14,911	14,911	14,911	14,911	14,911	14,911	14,911	14,911	14,911	14,911	14,911	14,911	14,000

CASELOAD PROJECTIONS BY LANGUAGE
FOR THE PERIOD OF AUGUST 1, 2012 THROUGH JUNE 30, 2014

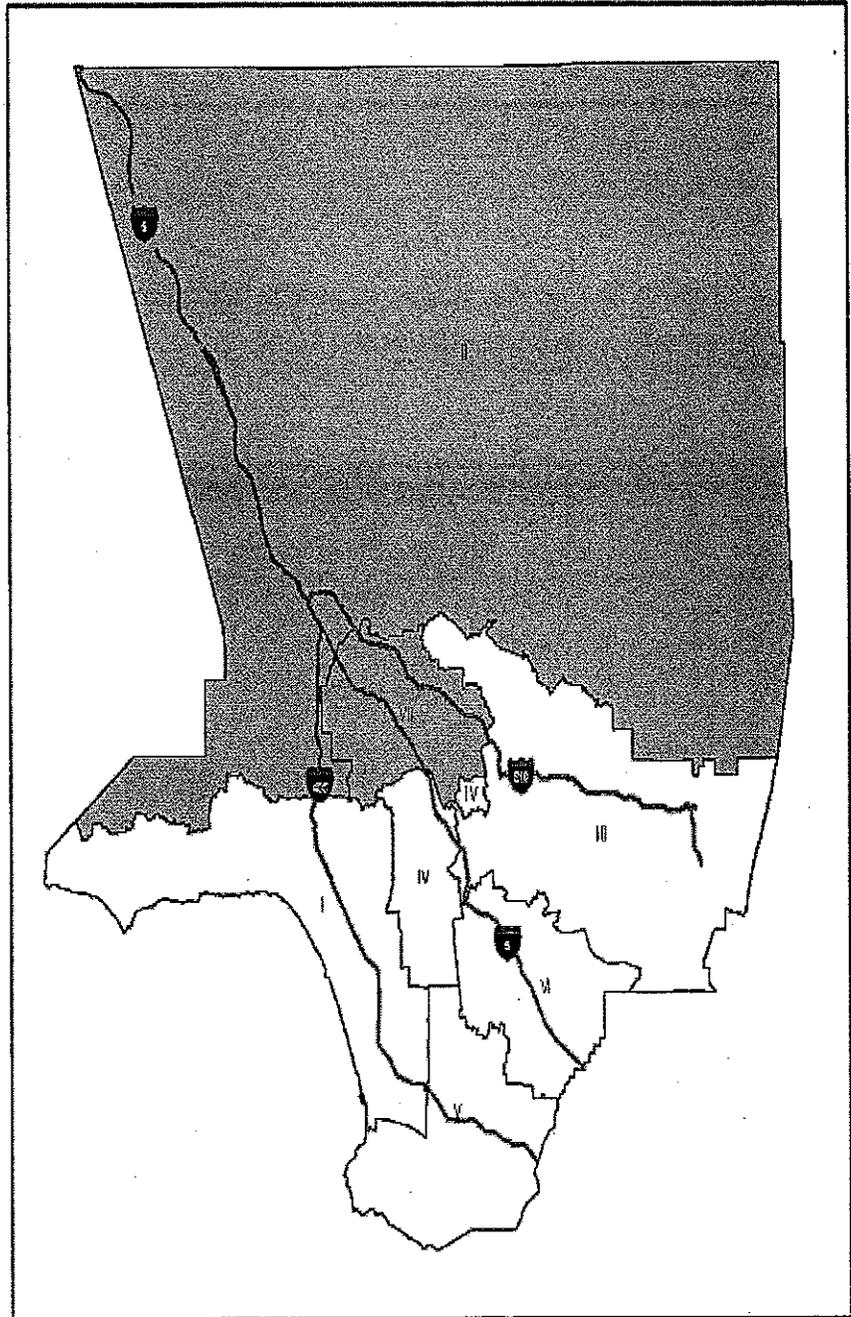
REGION VII	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Language	
Arabic	1,465	1,518	1,549	1,493	1,511	1,551	1,546	1,722	1,743	1,743	1,743	1,743	1,743	1,743	1,743	1,743	1,743	1,743	1,743	1,743	1,743	1,743	1,743	1,743	Arabic
Armenian	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Armenian
Cambodian	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Cambodian
Chinese	4,763	4,859	4,954	4,778	4,837	4,868	4,277	5,510	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	5,580	Chinese
English	14	14	15	14	14	15	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	English
FarSI	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	FarSI
French	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	French
Korean	3	3	3	4	3	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Korean
Mandarin	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Mandarin
Other	14	15	15	14	14	15	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	Other
Rumanian	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Rumanian
Russian	82	83	84	81	83	85	90	94	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	95	Russian
Spanish	820	838	834	824	834	857	910	950	962	962	962	962	962	962	962	962	962	962	962	962	962	962	962	962	Spanish
Tagalog	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Tagalog
Vietnamese	5	6	6	5	5	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	Vietnamese
TOTAL	196	195	195	193	192	191	195	197	196	196	196	196	196	196	196	196	196	196	196	196	196	196	196	196	TOTAL

DESCRIPTION OF GAIN REGIONS II AND VII

GAIN Regions II and VII and
GAIN Regional Boundaries

Legend

GAIN Regions II & VII



DESCRIPTION OF GAIN REGIONS II AND VII

The County, at its sole discretion, may change the following boundary descriptions for GAIN Regions II and VII. The County is solely responsible for case assignment across all Regions. As such, these general descriptions are included below to assist the Proposer in geographically identifying GAIN Regions II and VII.

GAIN REGION II - WEST SAN FERNANDO VALLEY/ANTELOPE VALLEY

GAIN Region II generally covers the northernmost portion of the County, including the Antelope Valley, Santa Clarita area and the western San Fernando Valley. Offices are located in the cities of Chatsworth and Palmdale. Additional space is provided in Canyon Country and Lancaster. The following is a description of the boundaries that define GAIN Region II.

Northern, Eastern and Western Boundaries

Roughly, the northern half of Los Angeles is included in GAIN Region II. These boundaries are generally the county line between Los Angeles County and the neighboring Ventura, Kern and San Bernardino counties.

East-Southern and Southern Boundaries

From the eastern end of Los Angeles County, the communities in the north side of the San Gabriel mountain area serves as the southern boundary. Generally, Angeles Crest Highway, Angeles Forest Highway and Big Tujunga Canyon Road serve as the boundary as you move in a western direction until you reach the city limits of the City of Los Angeles and continue along Foothill Blvd. to the southern boundary of the City of San Fernando.

The cities/communities of Mission Hills and North Hills, south along Sepulveda serve as Region II's boundary until Mulholland Drive. Mulholland Drive and Mulholland Highway serve as general boundaries to the LA-Ventura county line.

GAIN REGION VII - EAST SAN FERNANDO VALLEY/GLENDALE

GAIN Region VII generally covers the eastern part of the San Fernando Valley, including Glendale. The office is located in the city of Burbank. Additional space is provided in Glendale and Canoga Park. The following is a description of the boundaries that define GAIN Region VII.

Western, Northwestern and Northern Boundary

Sepulveda Blvd. serves as the principle western boundary, north to Nordhoff, along the cities/communities of Van Nuys and Panorama City. The cities/communities of Arleta, Pacoima Lake View Terrace, Sunland, Tujunga, Glendale, La Crescenta, and La Cañada Flintridge generally serve as boundary cities.

Eastern Boundary

Generally, the city of Glendale serves as the easternmost boundary.

Please note the following zip codes are not included in Region VII:

90031, 90039, 90041, 90042, and 90065.

Southern and Southwestern Boundary

Glendale's city limits continue to serve as the boundary, into Burbank, where the Los Angeles River serves as the boundary to Lankershim Blvd. south to Mulholland Drive, then west to Sepulveda Blvd.

LINKS TO GAIN POLICIES AND REGULATIONS

Applicable GAIN Rules and Regulations

The County's GAIN Handbook provides direction of GAIN policies and procedures. The most recently updated Handbook is available at:

<http://www.ladpss.org/dpss/gain/default.cfm>

Los Angeles County CalWORKs Plan

The Los Angeles County CalWORKs Plan can be reviewed at the DPSS web site:

<http://www.ladpss.org/dpss/calworks/default.cfm>

California Welfare Reform Legislation

The California Welfare Reform Legislation can be reviewed on the State of California's Web Site: <http://www.sen.ca.gov> Enacted Legislation on California Welfare Reform includes:

<u>Bill Number</u>	<u>Enacted</u>
SB 1542 – CalWORKs	08/11/97
AB 1260 - Convicted Felons	08/18/97
AB 67 - Social Serv. Trailer Bill	10/19/97
AB 2779 - Social Serv. Trailer	08/21/98
171 - Low-Cost Insurance	10/10/99
SB 1639 – Education and Training	08/27/04
AB 855 - CalWORKs: Convicted Felons	09/02/05
AB 1808 – Human Services	07/12/06
AB 2989 - Work Activities	09/12/06
AB 314 – CalWORKs: Welfare-to-Work Activities	09/07/07
SB 72 – CalWORKs Program Changes	03/24/11

All-County Letter No. 97-72

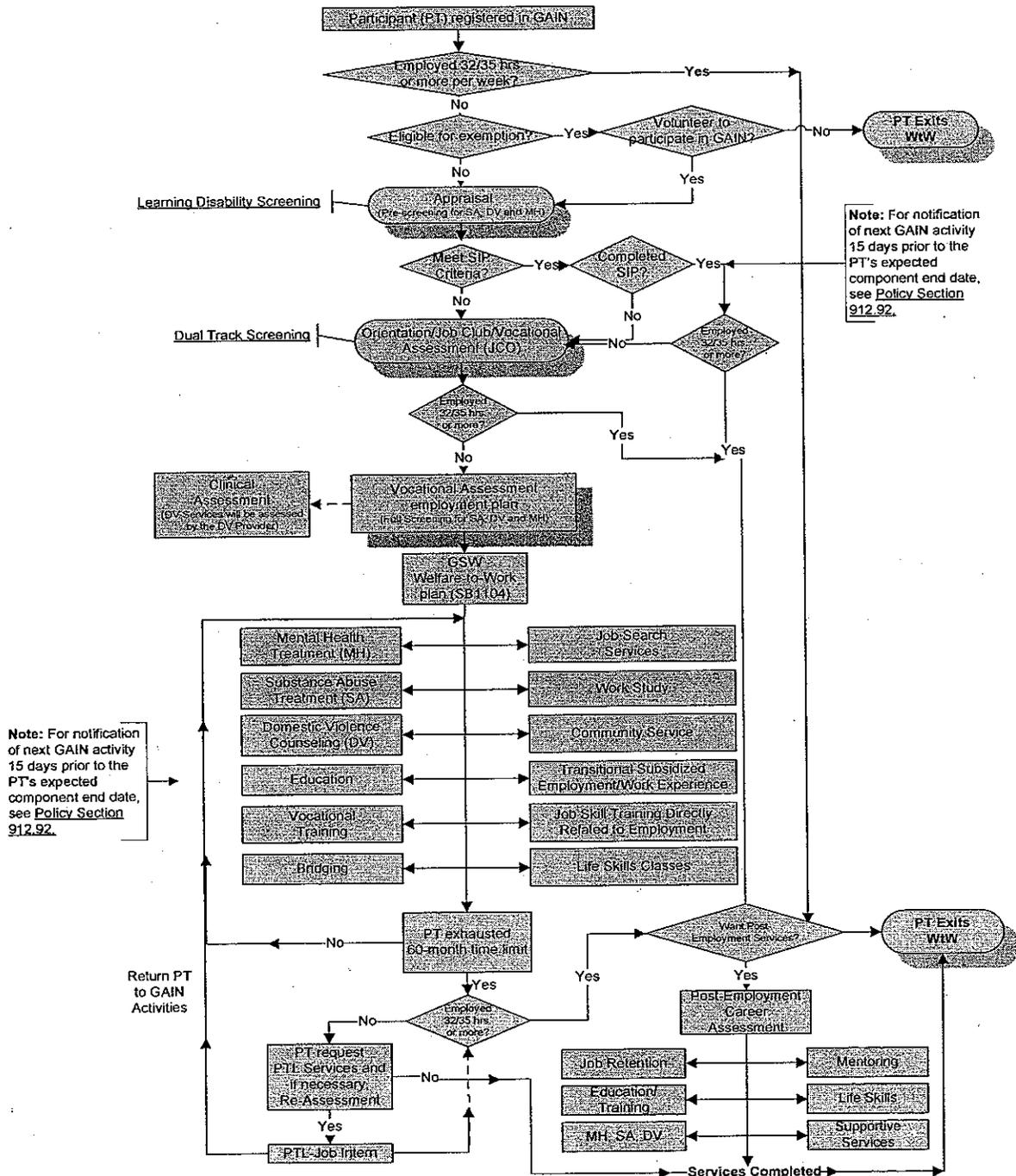
The All-County Letter No. 97-72 can be reviewed on the California Department of Social Services' Web Site:

http://www.dss.cahwnet.gov/getinfo/acl/ACL_INDEX.pdf

WELFARE-TO-WORK SERVICE FLOW CHART

CHAPTER 100 – INTRODUCTION AND THE GAIN WELFARE-TO-WORK FLOW
131 DECISION CHART

.1 Welfare-to-Work (WtW) GAIN Decision Chart



LIST OF CURRENT DPSS VOCATIONAL ASSESSORS

Name	Address
Career Options, Inc.	3250 Wilshire Blvd., Suite 811 Los Angeles, CA 90010
Foster Assessment Center	516 Pennsfield Place, Suite 108 Thousand Oaks, CA 91360-5833
Jewish Vocational Services	6505 Wilshire Blvd., Suite 200 Los Angeles, CA 90048
L.A. Valley College Assessment Center	5800 Fulton Ave., CalWORKs, Bungalow 14 Valley Glen, CA 91401
Verdugo Jobs Center	1255 S. Central Ave. Glendale, CA 91204
Managed Career Solutions	3333 Wilshire Blvd., Suite 405 Los Angeles, CA 90010

LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS**Domestic Violence Services Providers**

1736 Family Crisis Center
Antelope Valley Domestic Violence Council
Asian Pacific American Legal Center of Southern California
Bienvendidos Children's Center Inc.
Cambodian Association of American
Center for the Pacific Asian Family
Chicana Service Action Center, Inc.
Child and Family Center
Children's Institute International
Community Counseling Services/Amanecer of Los Angeles
Community Legal Services
Domestic Abuse Center
East Los Angeles Women's Center
Foothill Family Services
Harriet Buhai Center for Family Law
Haven Hills, Inc.
Helpline Youth Counseling, Inc.
House of Ruth, Inc.
Human Services Association
Institute for Multicultural Educational Services
Interval House
Jenesse Center, Inc.
Jewish Family Services/Family Violence Project
Legal Aid Foundation of Los Angeles
Los Angeles Center for Law & Justice
National Council on Alcohol & Drug Dependency
Neighborhood Legal Services of Los Angeles County
Office of the Samoan Affairs
Project: Peacemakers, Inc.
Prototypes
Rainbow Services, Ltd.
San Fernando Valley Community Mental Health Center, Inc.
Santa Anita Family Services
South Asian Helpline & Referral Agency
Southern California Alcohol & Drug Programs, Inc.
Su Casa Family Crisis & Support Ctr.
Valley Women's Center
Women's & Children Crisis Shelter, Inc.
Women Shelter of Long Beach
YWCA of Glendale Domestic Violence Project
YWCA of San Gabriel Valley

LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS**Substance Abuse Services Providers**

Facility Name
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.
AVALON-CARVER COMMUNITY CENTER
BEHAVIORAL HEALTH SERVICES, INC.
CAMBODIAN ASSOCIATION OF AMERICA
CASA DE LAS AMIGAS
CLINICA MONSEÑOR OSCAR A. ROMERO
CRI-HELP, INC.
DIDI HIRSCH PSYCHIATRIC SERVICE
HIS SHELTERING ARMS, INC.

LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS**Substance Abuse Services Providers**

Facility Name
HOMELESS HEALTH CARE LOS ANGELES, INC.
I-ADARP, INC.
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE
MARY LIND RECOVERY CENTERS
MELA COUNSELING SERVICES CENTER, INC.
MID VALLEY RECOVERY SERVICES, INC.
MINI TWELVE STEP HOUSE, INC.
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE - LONG BEACH AREA
PRINCIPLES, INC.
PROTOTYPES
SANTA ANITA FAMILY SERVICES

LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

Substance Abuse Services Providers

Facility Name
SOCIAL MODEL RECOVERY SYSTEMS, INC.
SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.
STEPPING STONES HOME
SUBSTANCE ABUSE FOUNDATION OF LONG BEACH, INC.
TARZANA TREATMENT CENTER
URDC HUMAN SERVICES CORPORATION
VALLEY WOMEN'S CENTER, INC.

LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

Mental Health Services Providers

Facility Name	Address	City	Zip
Antelope Valley MHS (D-O)	349 EAST AVE. K6, SUITE A	LANCASTER	93535
Palmdale MHC (D-O)	1529 E. PALMDALE BL., STE.150	PALMDALE	93550
Pennylane, National Foundation for Treatment	190 SIERRA COURT, SUITE C-8	PALMDALE	93550
Child & Family Guidance Center	9650 ZELZAH AVE	NORTHRIDGE	91325
Child And Family/Newhall-OP	23502 LYONS AVE. #304	NEWHALL	91321
El Centro de Amistad-Canoga Park	6800 OWENSMOUTH AVE. #310	CANOGA PARK	91303
El Centro de Amistad-San Fernando	566 SOUTH BRAND BLVD	SAN FERNANDO	91340
Hillview Mental Health Center, Inc.	12450 VAN NUYS BLV. SUITE 200	PACOIMA	91331
Institute for Multicultural Counseling and Education Services	431 N. BRAND BLVD. STE. 202	GLENDALE	91203
Pacific Asian Counseling Services (formerly WRAP Family Services)	6851 LENNOX AVE., #400	VAN NUYS	91405
San Fernando MHS (D-O)	10605 BALBOA BLVD	GRANADA HILLS	91344
San Fernando Valley CMHC, Inc.	11565 LAUREL CANYON BLVD., #101	MISSION HILLS	91340
San Fernando Valley CMHC: Center for Family Living	14545 SHERMAN CIRCLE	VAN NUYS	91405
San Fernando Valley CMHC: MacDonald Carey OP	11631 VICTORY BLVD., SUITE 203	NO. HOLLYWOOD	91606
Santa Clarita Valley MHC (D-O)	23501 CINEMA DRIVE #210	VALENCIA	91355
Stirling Behavioral Health Institute - Van Nuys	6931 VAN NUYS BLVD., STE 102	VAN NUYS	91405
The Help Group/Child & Family Center	15339 SATICOY ST.	VAN NUYS	91406
Verdugo Mental Health Center	1540 E. COLORADO ST	GLENDALE	91205
West Valley MHC (D-O)	7621 CANOGA AVENUE	CANOGA PARK	91304
Arcadia MHS (D-O)	330 EAST LIVE OAK AVE	ARCADIA	91006
D Veal Family and Youth Services	855 N. ORANGE GROVE BL, STE 207	PASADENA	91103
Enki LPVMHC - La Puente	160 SOUTH SEVENTH AVENUE	LA PUENTE	91744
Pacific Clinics: Asian Pacific Family Ctr	9353 E. VALLEY BLVD	ROSEMEAD	91770
Pacific Clinics: Sierra Family	1160 S. GRAND AVE.	GLENDORA	91740
Prototypes/ICAN OP - Pasadena	2555 E. COLORADO BLVD, #100	PASADENA	91107
Prototypes - Pomona	1890 N. GAREY AVENUE	POMONA	91767
Amanecer Community Counseling Services	1200 WILSHIRE BL., STE 210	LOS ANGELES	90017

LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS**Mental Health Services Providers**

Facility Name	Address	City	Zip
Children's Hospital of Los Angeles	3250 WILSHIRE BLVD (Most CW)	LOS ANGELES	90010
Children's Hospital of Los Angeles	5000 SUNSET BLVD, 7TH FL	LOS ANGELES	90027
Downtown MHC (D-O)	529 S. MAPLE ST	LOS ANGELES	90013
Hollywood MHC (D-O)	1224 VINE STREET	LOS ANGELES	90038
Institute for Multicultural Counseling and Education Services	3580 WILSHIRE BL., STE. 2000	LOS ANGELES	90010
APCTC Metro Center	605 W. OLYMPIC BLVD. STE 550	LOS ANGELES	90015
Didi Hirsch CMHC – Mar Vista	12420 VENICE BLVD. #200	LOS ANGELES	90066
Pacific Asian Counseling Services (formerly WRAP Family Services)	8616 LA TIJERA BLVD. STE 200	LOS ANGELES	90045
1736 Family Crisis Center	2116 ARLINGTON AVE. STE. 200	LOS ANGELES	90018
Augustus F. Hawkins Comp MHC (D-O)	1720 EAST 120TH STREET	LOS ANGELES	90059
Didi Hirsch Taper Center	1328 WEST MANCHESTER AVE.	LOS ANGELES	90044
Kedren Community MHC, Inc. CalWORKs office	2160 W. ADAMS BLVD	LOS ANGELES	90018
LA Child Guidance Clinic-Expo Park	3787 S VERMONT AVE	LOS ANGELES	90007
Shields For Families (ICS)	11601 S. WESTERN AVE	LOS ANGELES	90047
South Central Health And Rehabilitation Program (SCHARP) - CalWORKs	7410 S. BROADWAY	LOS ANGELES	90003
West Central Family MHS (D-O)	3751 W. STOCKER ST	LOS ANGELES	90008
ALMA Family Services	4400 ROSEMEAD BLVD, STE. 12	PICO RIVERA	90660
Community Family Guidance Center	10929 SOUTH ST, SUITE 208B	CERRITOS	90703
Community Family Guidance Center-Downey	8320 IOWA ST SUITE 201	DOWNEY	90241
Enki - East LA MHS - Bell Gardens	6001 CLARA ST.	BELL GARDENS	90201
Pacific Clinics: El Camino MHC	11721-A TELEGRAPH ROAD	SANTA SPRINGS FE	90670
Rio Hondo Community MHC (D-O)	17707 S. STUDEBAKER ROAD	CERRITOS	90703
Roybal Family MHS (D-O)	4701 E. CESAR CHAVEZ AVE.	LOS ANGELES	90022

LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

Mental Health Services Providers

Facility Name	Address	City	Zip
San Antonio MHC (D-O)	2629 CLARENDON AVE	HUNTINGTON PARK	90255
1736 Family Crisis Center	21707 HAWTHORNE BLVD	TORRANCE	90220
Children's Institute Inc.	4300 LONG BEACH BLVD., #700	LONG BEACH	90807
Coastal Asian Pacific Islander Family MHC - Gardena (D-O)	14112 S KINGSLEY DRIVE	GARDENA	90249
Didi Hirsch Inglewood	111 N. LA BREA AVE, STE 500	INGLEWOOD	90301
DMH at Harbor-UCLA Medical Center (D-O)	1000 W CARSON ST, BLDG. D-5	TORRANCE	90509
Long Beach Asian Pacific Islander Family MH (D-O)	4510 E. Pacific Coast Hwy.	LONG BEACH	90804
Long Beach Child & Adolescent Clinic (D-O)	240 E. 20TH STREET	LONG BEACH	90808
Pacific Asian Counseling Services (formerly WRAP Family Services)	3530 ATLANTIC AVE. STE 210	LONG BEACH	90807
San Pedro MHS (D-O)	150 WEST 7TH ST	SAN PEDRO	90731
South Bay MHS (D-O)	2311 WEST EL SEGUNDO BLVD	HAWTHORNE	90250

GAIN CASE MANAGEMENT SERVICES CONTRACT

SAMPLE MONTHLY INVOICE

Invoice Date: _____ Service Month: _____

Contract Number: _____ Taxpayer ID Number: _____

VENDOR NAME

ATTENTION:

ADDRESS:

CITY, STATE, ZIP CODE

GAIN CASE MANAGEMENT MONTHLY COMPENSATION

TOTAL GAIN Case Management Flat Monthly Rate Claimed: \$ _____

Contractor's Authorizing Signature

Date Signed

Print Name

Telephone Number

ADJUSTMENTS TO MONTHLY COMPENSATION

(To be completed by County Contract Administrator)

BASIC MONTHLY COMPENSATION: \$ _____

Minus Disallowed Telephone Costs Previously Paid \$ _____

Minus Other Fiscal Deductions as specified in Contract

Specify: _____ \$ _____

Other: _____ \$ _____

SUBTOTAL DUE TO CONTRACTOR: \$ _____

Plus (+) Performance Pay OR

Minus (-) Fiscal Reduction of Performance Payment \$ _____

(Refer to Contract, Section 9.0, Performance Incentives and Deductions)

TOTAL DUE TO CONTRACTOR: \$ _____

County Contract Administrator's Signature

Date Signed

GAIN CASE MANAGEMENT SERVICES CONTRACT
SAMPLE COUNTYWIDE VOLUNTEER INCOME TAX ASSISTANCE (VITA) PROGRAM INVOICE
CalWORKs

DATE: _____
CONTRACT NUMBER: _____
TAXPAYER ID NUMBER: _____
DPSS Account # _____

SERVICE MONTH/YEAR:
VENDOR NAME AND ADDRESS:

TOTAL CalWORKs Participants provided VITA Services: _____

VITA FIXED MONTHLY FEE \$ _____

Contractor's Authorizing Signature Date Signed
Telephone Number: _____

ADJUSTMENTS TO MONTHLY VITA COMPENSATION
(To be completed by County Contract Administrator)

Amount Billed: \$ _____
Adjustments: (list) circle + OR - \$ _____

TOTAL VITA COMPENSATION DUE CONTRACTOR: \$ _____

County Contract Administrator Date

**GAIN CASE MANAGEMENT SERVICES CONTRACT
SAMPLE COUNTYWIDE VOLUNTEER INCOME TAX ASSISTANCE (VITA) PROGRAM INVOICE
Food Stamp/Medi-Cal**

DATE: _____

SERVICE MONTH/YEAR: _____

CONTRACT NUMBER: _____

VENDOR NAME AND ADDRESS: _____

TAXPAYER ID NUMBER: _____

DPSS Account # _____

- 1. Number of Food Stamp (FS) Participants
provided VITA Services: _____
- 2. Number of Medi-Cal (MC) Participants
provided VITA Services: _____
- 3. **TOTAL FS/MC Participants**
Provided VITA Services (1+2=3): _____

VITA FIXED MONTHLY FEE

\$ _____

Contractor's Authorizing Signature

Date Signed

Telephone Number: _____

**ADJUSTMENTS TO MONTHLY VITA COMPENSATION
(To be completed by County Contract Administrator)**

Amount Billed: \$ _____

Adjustments: (list) circle + OR - \$ _____

TOTAL VITA COMPENSATION DUE CONTRACTOR: \$ _____

County Contract Administrator

Date

REQAD-MIE EXPANDED SAMPLES SELECTION AND CASE REVIEW METHODOLOGY
WORK PARTICIPATION COMPARISON SAMPLE
(EXPANDED SAMPLE)

BACKGROUND AND OBJECTIVE

The Los Angeles County Specific samples, E2Lite and TANF RADEP are drawn monthly by the State over 12 months to capture the work participation data to determine the work participation rate. The county's sample, E2Lite and TANF RADEP, contains families that are defined by the federal government as work-eligible and not work-eligible families. The exact definition is found in the latest All County Letter (ACL) # 11-20E, Attachment 1, page 12. These samples are randomly drawn from Medi-Cal Eligibility Data System (MEDS) and contain cases that are not subject to review; therefore, they are removed from the county sample denominator. These samples are collections of cases throughout all Los Angeles County's service areas. The sample distributions are not equally drawn each month in all service areas; thus, in order to fulfill the GAIN Case Management Services contract monitored by Contract Management Division (CMD), DPSS develops additional samples in order to supplement the existing county operated and contracted Regions so that when combined with the actual county samples, E2Lite and TANF RADEP, it will be statistically valid by Regions based on the individual service population. The additional samples, "Expanded Sample" are drawn by DPSS, Information and Statistical Services Section (ISS) from the GAIN registered population on a monthly basis. The review methodology used to determine the county's Work Participation Rate (WPR) from the E2Lite and TANF RADEP samples will apply to the additional samples, "Expanded Sample".

DETERMINATION OF ANNUAL SAMPLES

Sampling Methodology and Samples Estimates:

- o Sample estimates are used to determine the minimum required annual sample for each GAIN Region and are based on the average GAIN Registered population from January 2011 through December 2011, at 95% confidence level, 3% confidence interval, the WPR precision or margin of error.
- o From the above specified population, confidence level and confidence interval, the minimum samples for the five county operated Regions (Region I, III, IV, V and VI) are: 885, 925, 912, 944 & 900 accordingly and contracted Regions (Region II and VII) are: 918 and 855 accordingly.
- o The minimum annual samples are then divided by twelve to determine the monthly sample size. The difference between the actual County samples, E2Lite and TANF RADEP, from a 12 month period that covers cases from FFY 2011 and FFY 2012 determines the additional samples.
- o Based on the actual county's samples data in the GAIN Regions, E2Lite and TANF RADEP, from FFY 2011 and FFY 2012 (February 2011 to January 2012) there were **2209** and **562** for the county operated and contracted Regions, respectively.

- o Further breakdown of the actual county operated Regions, combined E2Lite and TANF, are: 288, 453, 587, 517 and 364 respectively. Divided by 12 and rounded up to get the monthly estimates as in the table below.
- o Further breakdown of the actual two contracted Regions, combined E2Lite and TANF, are: 352 and 210. Divided by 12 and rounded up to get the monthly estimates as in the table below.

ESTIMATIONS OF REGIONAL ANNUAL SAMPLES

GAIN	Sample Estimates Using GAIN Registered								
	Region 1	Region 3	Region 4	Region 5	Region 6	Total	Region 2	Region 7	
Jan-11	5429	7146	5768	8286	4929	31558	6803	4528	
Feb-11	5495	7155	8220	7659	5489	34018	6718	4444	
Mar-11	5500	7355	7758	8491	6057	35161	6727	4459	
Apr-11	5561	7303	7282	8640	6375	35161	6750	4401	
May-11	5456	7033	6897	8534	6334	34254	6667	4319	
Jun-11	5438	7040	6852	8493	6058	33881	6802	4362	
Jul-11	5293	7133	6321	8345	5913	33005	6592	4291	
Aug-11	4941	6745	5556	8061	5212	30515	6344	4069	
Sep-11	4693	6637	5445	7897	5471	30143	6353	4100	
Oct-11	4779	6503	5133	7613	5860	29888	6249	4145	
Nov-11	4699	6386	4867	7595	5467	29014	6202	4104	
Dec-11	4745	6267	4907	7767	5556	29242	6162	4111	
Average	5169	6892	6251	8115	5727		6531	4278	
Annual Samples	885	925	912	944	900	4566	918	855	1773
Minimum Monthly	74	78	76	79	75	382	77	72	149
E2Lite+TANF*	288	453	587	517	364	2209	352	210	562
Estimated Monthly	24	38	49	44	31	186	30	18	48
Estimated Expanded**	44	32	17	22	36	151	40	49	89

* Twelve month average, Feb 2011 through Jan 2012 combined E2Lite and TANF sample:

** Due to supplemental sample, Offset value by actual average from four months of FFY 2012 E2Lite and TANF supplemental

Special Notes on Sample Offset

- Due to the fluctuations of the E2Lite and TANF primary sample and the uncertainty of the supplemental sample size among the GAIN Regions that are normally uploaded by the State approximately 30 days after the primary samples are drawn, the Region's monthly "Expanded Sample" estimates are offset based on the average of the four months of actual supplemental found in both county-operated and contracted Regions in the month of October 2011 through January 2012. This offset will be applied throughout the 12 months when the county samples are drawn by the State.

Sources of the Additional Monthly "Expanded Sample"

- The "Expanded Sample" will be randomly drawn by ISS, which will include oversample cases in order to provide sufficient samples on a monthly basis from all the GAIN registered Participants within the county-operated and contracted service areas.

Distribution and Selection of "Expanded Sample" Cases

- The "Expanded Sample" cases will be provided by ISS in the month **prior** to the beginning of the sample month.
- Unlike the actual county samples, the "Expanded Sample" cases **will not** be divided into primary and supplemental groups, all Regions will get these sample cases only once a month.
- The "Expanded Sample" samples **will not be a duplication** of the E2Lite and TANF RADEP samples to prevent double counting within the same sample month.
- When there is a duplicate case in either the E2Lite or TANF RADEP the particular case will be skipped on the ISS sample list and select the next case on the list.
- MIE will not sort the raw samples when received from ISS.
- MIE will select the samples from the first case on the original list until the required number is reached.
- All seven GAIN Regions will receive the samples via e-mail along with the E2Lite and TANF RADEP samples.

Note: If the E2Lite and TANF RADEP sample are delayed, the "Expanded Sample" will be held until all three samples are ready to be sent out together.

DELIVERY OF SAMPLE CASES FOR REVIEW

- The “Expanded Sample” cases are to be delivered to MIE at the same time as the actual E2Lite and TANF RADEP samples.
- For cases that are on the Region’s sample during the sample month and are subsequently deregistered before the delivery date, the regions are required to provide the case folders to MIE just as those that are in the E2Lite and TANF RADEP samples.

REVIEW METHODOLOGY OF THE “EXPANDED SAMPLE”

The “Expanded Sample” review follows the same process as that is used for the E2Lite and TANF RADEP. Therefore, the “Expanded Sample” cases will be reviewed by MIE staff applying the same sources, WPR definitions and federal countable activities used in the existing county samples, E2Lite and TANF RADEP. The supporting documents are the same as described in the annual ACL, California’s revised Work Verification Plan (WVP) that was approved by the U.S. Department of Health and Human Services Administration for Children and Families (ACF) and became effective on October 1, 2008.

MAINTAINING THE SAME WORK PARTICIPATION REQUIREMENT DEFINITION

- The “Expanded Sample” cases will be reviewed and follow the approved definitions found in the California’s revised WVP, and published ACL applied to the E2Lite and TANF RADEP cases.
- No demographic information of the family will be gathered in this review.

Note: All Regions are encouraged to refer to these documents for further references as needed.

TEEN PARENT CASES

- Any Teen parent cases that are managed by the GAIN Region in the sample month will be treated as those appeared in the actual E2Lite and TANF RADEP sample.

DETERMINING THE SAMPLE RATE**County-Operated and Contracted Regions Rate Calculations**

- The individual GAIN Region’s monthly sample cases consist of the actual E2Lite and TANF RADEP sample, including the primary and supplemental cases plus the additional “Expanded Sample” cases.
- The monthly rate is determined by dividing the sample numerator (meeting cases) by the sample denominator (total samples, meeting and not meeting, in the month).

- The quarter rate calculation is based on the average over the three individual month rates.

DEADLINE AND PUBLISH OF RESULTS: (E2Lite+TANF RADEP+EXPANDED)

- Deadline to provide documents to MIE is set for the first Thursday, on the second calendar month after the sample month. Except when this date falls on a holiday, then the due date will be set for the following Monday.
- All GAIN Regions are encouraged to continue providing supporting documents for the "Expanded Sample" until the end of final cut-off date, which will be on a published schedule, *Attachment I - Deadline to Provide Verification to MIE*.
- The Regions will track potentially meeting cases and provide the pertinent documents to MIE by the end of the cut-off date.
- After this deadline date, MIE will not accept any further supporting documents to change the review findings.
- When the GAIN Regions deliver the cases to MIE, MIE reviewers will begin conducting the review on the first day of the month following the Sample month. MIE will then use the month following the Sample month to complete the review. It is estimated that report findings will be shared with Regions and other involved sections by the third week of the month following the MIE review month. *For example, if the Sample month is February 2012, GAIN Regions will deliver cases to MIE by March 1, 2012. MIE will then have the month of March to conduct the review. Any pending document needed to complete a case will be due to MIE by April 5, 2012. MIE will report Sample month findings to Regions by April 19, 2012.*
- When there are discrepancies on the rate calculations or on the number of cases in the numerator and/or the denominator, the GAIN Region will notify both MIE and CMD by email and state the nature of the discrepancy for consideration within three workdays after the official notification of the monthly findings.

Note: After this rate comparison cut-off date, all Regions are encouraged to still continue to submit their better data to MIE to help improve the State and LA County WPR as usual on the TANF RADEP and E2Lite samples until actual federal cut-off date.

Reference Sources:

- *TANF Sampling and Statistical Methods Manual-October 1999, page 21-22*
- *FFY 2011 and FFY 2012 E2Lite sample is the county specific sample that the State drew the sample from MEDs*
- *FFY 2011 and FFY 2012 TANF RADEP sample is the federal sample that the State determined belong to LA County*
- *DPSSMART Global Reports for January 2011 through December 2011 under GAIN Registered: Non-Contract and Contract-MAXIMUS*
- *Web site to estimate minimum annual sample cases:
<http://www.raosoft.com/samplesize.html>*

Attachment I

DEADLINE TO PROVIDE VERIFICATION TO MIE		
SAMPLE MONTH	DELIVERY DATE	LAST BUSINESS DAY
Jul-12	01-Aug-12	09/06/2012
Aug-12	04-Sep-12	10/04/2012
Sep-12	01-Oct-12	11/01/2012
Oct-12	01-Nov-12	12/06/2012
Nov-12	03-Dec-12	01/05/2013
Dec-12	02-Jan-13	02/07/2013
Jan-13	04-Feb-13	03/07/2013
Feb-13	04-Mar-13	04/04/2013
Mar-13	01-Apr-13	05/02/2013
Apr-13	01-May-13	06/06/2013
May-13	03-Jun-13	07/08/2013
Jun-13	01-Jul-13	08/01/2013
Jul-13	01-Aug-13	09/05/2013
Aug-13	03-Sep-13	10/03/2013
Sep-13	01-Oct-13	11/07/2013
Oct-13	04-Nov-13	12/05/2013
Nov-13	02-Dec-13	01/02/2014
Dec-13	02-Jan-14	02/06/2014
Jan-14	03-Feb-14	03/06/2014
Feb-14	03-Mar-14	04/03/2014
Mar-14	01-Apr-14	05/01/2014
Apr-14	01-May-14	06/05/2014
May-14	02-Jun-14	07/03/2014
Jun-14	01-Jul-14	08/07/2014

ATTACHMENT B

CONTRACTOR'S BUDGET & EMPLOYEE BENEFITS

AND

**GAIN CASE MANAGEMENT SERVICES SYSTEMS DEVELOPMENT AND
IMPLEMENTATION**

GAIN CASE MANAGEMENT SERVICES
ON-GOING 23 MONTH BUDGET SHEET FOR GAIN REGIONS # II & VII
AUGUST 01, 2012 THROUGH JUNE 30, 2014

DIRECT COST

	FTE ¹	Year-1 Annual Salary Per Employee	Year 1 Hourly Rate	Direct Labor Expense for 23 Months ²	Off-Time for 23 Months ³	Total Salary Expense for 23 Months
Payroll						
Project Director	1.00	\$ 120,000	\$ 57.69	\$ 207,914.76	\$ 22,072.19	\$ 229,986.95
Contract Manager/DPM	1.00	\$ 90,000	\$ 43.27	\$ 155,945.08	\$ 16,555.10	\$ 172,497.12
Subcontract Manager	1.00	\$ 50,000	\$ 24.04	\$ 86,640.16	\$ 9,197.70	\$ 95,837.86
Regional Ops Manager						
QA Manager	1.00	\$ 55,000	\$ 26.44	\$ 95,289.76	\$ 10,115.94	\$ 105,405.70
Ops Mgr/Comm and Career Planning Lead	1.00	\$ 57,000	\$ 27.40	\$ 98,749.60	\$ 10,483.24	\$ 109,232.84
Lead Job Developer	1.00	\$ 43,000	\$ 20.67	\$ 74,494.68	\$ 7,908.34	\$ 82,403.02
Job Divpr / Buss Dev Specialist	1.00	\$ 32,000	\$ 15.38	\$ 55,429.52	\$ 5,884.39	\$ 61,313.91
IT						
QA Specialist	2.00	\$ 43,000	\$ 20.67	\$ 148,989.36	\$ 15,816.68	\$ 164,806.04
CMSL Supervisor	1.00	\$ 40,000	\$ 19.23	\$ 69,304.92	\$ 7,357.40	\$ 76,662.32
CMSL Staff	8.00	\$ 31,500	\$ 15.14	\$ 436,516.48	\$ 46,340.51	\$ 482,856.99
Participation/Fair Hearing/ASH	1.00	\$ 32,000	\$ 15.38	\$ 55,429.52	\$ 5,884.39	\$ 61,313.91
CM Supervisor	5.00	\$ 40,000	\$ 19.23	\$ 346,524.60	\$ 36,786.99	\$ 383,311.59
GSW/Case Mgr/Engage/Career Plan/Re-engage	30.00	\$ 31,500	\$ 15.14	\$ 1,636,936.80	\$ 173,776.92	\$ 1,810,713.72
Admin Assistant	1.00	\$ 29,000	\$ 13.94	\$ 50,239.76	\$ 5,333.44	\$ 55,573.20
Clerical	7.00	\$ 28,000	\$ 12.50	\$ 315,350.00	\$ 33,477.50	\$ 348,827.50
Fiscal Manager	0.20	\$ 70,000	\$ 33.65	\$ 24,254.92	\$ 2,574.90	\$ 26,829.82
Regional HR	1.00	\$ 35,000	\$ 16.83	\$ 60,655.32	\$ 6,439.16	\$ 67,094.48
	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Total FTEs	64.20			\$ 3,879,076.81	\$ 411,802.11	\$ 4,290,878.92

Total On-Going Salaries and Wages (23 Months) **\$ 4,290,878.92**

1/ FTE=Full Time Equivalent Positions
 2/ Direct labor is calculated using 1884 hours per year. Direct labor excludes off time hours
 3/ Off-time includes sick, vacation, and holidays which account for 198 hours per year

	23-Month Cost
Employee Benefits	
Medical Insurance*	\$ 334,355.45
Dental Insurance*	\$ -
Vision Insurance*	\$ -
Life Insurance*	\$ -
Off-time (Included in Salaries and Wages Total above)	Included Above
Retirement (401K Contributions)	\$ 104,013.57
Employee Bonus	\$ 173,355.04
Short and Long Term Disability Insurance	\$ 27,736.95
Training, Employee Welfare, etc.	\$ 11,827.60
Total On-Going Benefits (23 Months)	\$ 651,287.42

* MAGNUM tracks insurance as one line item for pricing purposes

	23-Month Cost
Payroll Taxes	
FICA	\$ 214,061.37
Federal Unemployment Insurance (FUI)	\$ 27,736.95
State Unemployment Insurance (SUI)	\$ 183,757.30
Workers' Compensation	\$ 20,450.00
Medicare	\$ 50,273.22
Total On-Going Payroll Taxes (23 Months)	\$ 497,184.84

	23-Month Cost
Insurance	
Required insurance is in Employee Benefits, Payroll Taxes or the G&A pool.	\$ -
Total On-Going Insurance Costs (23 Months)	\$ -

	23-Month Cost
Miscellaneous Direct Costs	
Travel	\$ 60,037.63
Consultants/Subcontractors (118 Positions)	\$ 11,300,805.00
Telecommunications	\$ 8,063.59
Professional Services	\$ 172,750.00
Printing/Postage/Supplies	\$ 87,203.00
Bilingual Bonus	\$ 48,415.63
Business License/Miscellaneous	\$ 121,110.32
Performance Bond	\$ 382,375.00
Computer HW/SW Maintenance	\$ 227,357.04
Total On-Going Miscellaneous Direct Costs (23 Months)	\$ 12,408,118.21

TOTAL ON-GOING DIRECT COST (23 Months) **\$ 17,977,550.04**

	23-Month Cost
INDIRECT COST	
Overhead	\$ 363,733.85
General & Administrative	\$ 1,808,188.64
TOTAL ON-GOING INDIRECT COST (23 Months)	\$ 2,171,922.50

TOTAL ON-GOING DIRECT AND INDIRECT COST FOR 23 MONTHS **\$ 20,149,472.54**

PROFIT (Please enter the percentage: 6.41%) **\$ 1,283,357.10**

TOTAL ON-GOING COSTS FOR 23 MONTHS **\$ 21,432,829.64**

**GAIN CASE MANAGEMENT SERVICES
MONTHLY EMPLOYEE BENEFITS**

* The attached MAXBenefits summary provides the details of the MAXIMUS employee benefits.

MEDICAL INSURANCE/HEALTH PLAN

* See the attached MAXBenefits summary for coverage and deductible amount.
* The table below provides details of Employee and MAXIMUS contributions to Health Plans.

Plan	Employee Contribution	MAXIMUS Contribution	EE	MAXIMUS	MAXIMUS CONTRIBUTION %
Anthem BC/BS (PPO)	EE	\$360.45	\$94.86	\$265.59	73.68%
	EE+spouse	\$755.49	\$206.12	\$549.37	72.72%
	EE+children	\$666.82	\$193.36	\$473.46	71.00%
	Family	\$1,079.28	\$274.92	\$804.36	74.53%
Anthem BC/BS (High Ded)	EE	\$274.93	\$60.38	\$214.55	78.04%
	EE+spouse	\$577.35	\$132.60	\$444.75	77.03%
	EE+children	\$503.62	\$124.44	\$384.18	75.53%
	Family	\$824.80	\$176.30	\$648.50	78.63%
Kaiser South	EE	\$294.50	\$91.28	\$203.22	69.01%
	EE+spouse	\$647.90	\$195.42	\$452.48	69.84%
	EE+children	\$589.00	\$183.16	\$405.84	68.90%
	Family	\$833.44	\$255.36	\$578.08	69.36%
Delta Dental	EE	\$29.18	\$15.48	\$13.68	46.91%
	EE+spouse	\$58.31	\$28.68	\$29.63	50.81%
	EE+children	\$55.08	\$28.68	\$26.40	47.93%
	Family	\$87.63	\$41.88	\$45.75	52.21%
Vision	EE	\$7.66	\$7.66	\$0.00	0.00%
	Family	\$16.26	\$16.26	\$0.00	0.00%

Life Insurance

MAXIMUS offers one option of Basic Life Insurance coverage:

1. 2X base salary to a maximum benefit of \$250,000.

Premiums for Basic Life Insurance are paid 100% by MAXIMUS.

Option 1: 2X base salary, is calculated at a rate of \$0.19 per \$1,000 benefit.

Vacation

Years of Service	Annual Vacation Days	Annual Vacation Hours	Annual Hours MAXIMUS Accumulates
1 through 3	10 days	3.33 hours	120
4 through 9	15 days	5.00 hours	180
10 or more	20 days	6.67 hours	240

Sick Leave

Number of Days: 7.5 days per year, And

Sick leave may be accrued and retained up to a maximum balance of 90 hours in any given year.

Holidays

Number of Days: 9 per year

Retirement

MAXIMUS 401(k) Retirement Plan – Provides a means of saving for retirement through tax deferred savings. MAXIMUS matches \$0.60 for every \$1.00 you contribute up to a maximum of 6% of your salary. Vesting is 25% per annum with 100% vesting after the 4th year.

**GAIN CASE MANAGEMENT SERVICES
SYSTEM DEVELOPMENT AND IMPLEMENTATION BUDGET
AUGUST 01, 2012 THROUGH OCTOBER 31, 2012**

<u>DIRECT COST</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Direct Labor</u>
<u>Payroll</u>			
Information Systems	65.00	\$ 52.88	\$ 3,437.50
Project Director	0.00	\$ 54.86	\$ -
Telecommunications Support	20.00	\$ 55.29	\$ 1,105.77
Clerical	24.00	\$ 19.60	\$ 470.40
Training	120.00	\$ 36.06	\$ 4,326.92
Training Attendees	0.00	\$ 16.11	\$ -
Total Salaries and Wages			\$ 9,340.59
Employee Benefits			Monthly Cost
Medical Insurance*			\$ 1,162.90
Dental Insurance*			\$ -
Vision Insurance*			\$ -
Life Insurance*			\$ -
Off-Time			\$ 971.42
Retirement (401k Contributions)			\$ 280.22
Employee Bonuses			\$ 467.03
Short and Long Term Disability Insurance			\$ 74.72
Training, Employee Welfare, etc.			\$ 52.31
Total Benefits			\$ 3,008.60
* MAXIMUS tracks insurance as one line item for pricing purposes			
Payroll Taxes			
FICA		\$ 579.12	
Federal Unemployment Insurance (FUI).....		\$ 74.72	
State Unemployment Insurance (SUI).....		\$ 495.05	
Workers Compensation		\$ 55.11	
Medicare		\$ 135.44	
Total Payroll Tax			\$ 1,339.44
Insurance			
Required Insurance is either in Employee Benefits, Payroll Taxes or the G&A pool.			
Total Insurance Costs			\$ -
Miscellaneous Direct costs			
Systems Development Costs		\$ 164,463.28	
Performance Bond Costs		\$ 16,625.00	
Computer HW/SW		\$ 128,444.99	
Travel		\$ 15,680.00	
Miscellaneous		\$ 4,879.88	
Total Miscellaneous Direct Costs			\$ 330,093.15
TOTAL DIRECT COST			\$ 343,781.79
INDIRECT COST			
Overhead		\$ 943.15	
General and Administrative		\$ 88,284.06	
TOTAL INDIRECT COST			\$ 89,227.20
TOTAL DIRECT AND INDIRECT COST			\$ 433,008.99
PROFIT (Please enter the percentage: 6.41%)			\$ 27,766.48
TOTAL START-UP COSTS			\$ 460,775.47

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Maximus, Inc.

Proposer Name

VICE PRESIDENT

Proposer Official Title

[Signature]

Official's Signature

Cert. of No Conflict of Interest

**FAMILIARITY WITH THE COUNTY LOBBYIST
ORDINANCE CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____



06/07/12

County's Administration

CONTRACT NO.: _____

COUNTY CONTRACT DIRECTOR:

Name: Jake Ross

Title: Director, Contract Management, Section V

Address: 12900 Crossroads Parkway South, East Annex, 2nd Floor, City of Industry, CA 91746

Telephone: (562) 908-4451

Fax No.: (562) 908-0590

E-Mail Address: JakeRoss@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: Luis Melendrez

Title: County Contract Administrator

Address: 12900 Crossroads Parkway South, East Annex, 2nd Floor, City of Industry, CA 91746

Telephone: (562) 908-4410

Fax No.: (562) 908-0590

E-Mail Address: LuisMelendrez@dpss.lacounty.gov

Contractor's Administration

CONTRACTOR'S AGENCY'S NAME: MAXIMUS, Inc.

CONTRACT NO: _____

EXECUTIVE DIRECTOR:

Name: Kristine LAZURTitle: Vice PresidentAddress: 3307 Glenoaks Blvd Burbank, CA 91504Telephone: (818) 729-8800Fax No.: (480) 968-0345E-Mail Address: KristineLazur@MAXIMUS.com

CONTRACTOR'S CONTRACT MANAGER:

Name: Adam PolatnickTitle: Vice President - Contracts AdministrationAddress: 1891 Metro Center Dr. Reston, VA 20190Telephone: (703) 251-8500

Fax No.: _____

E-Mail Address: AdamPolatnick@MAXIMUS.com

Notices to Contractor shall be sent to the following:

Name: Adam PolatnickTitle: Vice President - Contracts AdministrationAddress: 1891 Metro Center Dr. Reston, VA 20190Telephone: (703) 251-8500

Fax No.: _____

E-Mail Address: AdamPolatnick@MAXIMUS.com

CONTRACTOR'S EEO CERTIFICATION

MAXIMUS, Inc
 Company Name
1891 Metro Center Dr Reston, VA 20190
 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	<input checked="" type="checkbox"/>	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	<input checked="" type="checkbox"/>	()

[Signature] _____ Date 6/6/12

Chief of Human Capital
 Name and Title of Signer (please print)

EEO CERTIFICATION

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Company Name: MAXIMUS INC
 Address: 1871 Metro Center Dr. Reston VA 20190
 Internal Revenue Service Employer Identification Number: _____

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the Americans with Disabilities Act of 1980, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in services and benefits.	<input checked="" type="checkbox"/>	()
2. Proposer periodically monitors the equal provision of services to ensure nondiscrimination.	<input checked="" type="checkbox"/>	()
3. When problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time.	<input checked="" type="checkbox"/>	()

[Signature]
 Authorized Official's Printed Name and Title

Chief of Human Capital 6/6/12
 Authorized Official's Signature Date

NONDISCRIMINATION IN SERVICES CERTIFICATION

INTENTIONALLY

OMMITTED

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --
Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a Participant in a covered transaction may rely upon a certification of a prospective Participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Proposer acknowledges that a Participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each Participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under paragraph 4 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor/Subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor/Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractor/Subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.



Signature of Authorized Representative



Date



Title of Authorized Representative



Printed Name of Authorized Representative

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW Participants or shall attest to a willingness to consider GAIN/GROW Participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW Participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW Participants.

YES (subject to verification by County) NO

B. Proposer is willing to consider GAIN/GROW Participants for any future employment openings if the GAIN/GROW Participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW Participants.

YES NO

C. Proposer is willing to provide employed GAIN/GROW Participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

Proposer Organization: Maximus, Inc.

Signature: [Handwritten Signature]

Print Name: Adam Poustajicki

Title: VICE PRESIDENT Date: 06/07/12

Tel.#: 763-251-8500 Fax #: 763-251-8240

GAIN/GROW ATTESTATION - 10-14-03

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is exempt from the Program.

Company Name: <u>MAXIMUS, Inc.</u>		
Company Address: <u>1891 Metro Center Dr.</u>		
City: <u>Reston</u>	State: <u>VA</u>	Zip Code: <u>20190</u>
Telephone Number: <u>(703) 251-8500</u>		
Solicitation For <u>GCM</u> Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12 month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12 month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding 12 months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20% owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Adam Polanski</u>	Title: <u>Vice President</u>
Signature: <u>[Signature]</u>	Date: <u>06/07/12</u>

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

 Signature

 Date

 Name and Title of Signer (please print)



**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

LIVING WAGE DECLARATION

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than \$11.84 per hour per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than \$2.20 per hour per employee. I will pay an hourly wage of not less than \$11.84 per hour per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least \$2.20 per hour per employee. I will pay an hourly wage of not less than \$9.64 per hour per employee.

Health Plan(s): ANTHEM BC/BS + Kaiser South

Company Insurance Group Number: 009230011 105475

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE 	DATE <u>6/1/12</u>
PLEASE PRINT NAME <u>Mark Anderson</u>	TITLE OR POSITION <u>PM</u>

Booth #7 - Contractor Living Wage Declaration
2/13/07

County of Los Angeles - Living Wage Program
PAYROLL STATEMENT OF COMPLIANCE

I, _____,
 (Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
 (Company or subcontractor Name) (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
 (Calendar day) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
 (Calendar day) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____

(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
 - In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
 - Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE YEARS.

OAAC:IRVA\LWOTrain.Manual\Payroll Statement of Compliance

LIVING WAGE - CONTRACTOR STAFFING PLAN

DATE: 08/08/2014
 COMPANY NAME: GAIN CASE MANAGEMENT SERVICES
 COMPANY ADDRESS: 1110 AVENUE J
 PROJECT: SECURITY SERVICES
 DEPARTMENT NAME: IT/EA DEPT

BACKUP LOCATION	EMPLOYEE NAME	POSITION TITLE	WORKING HOURS	WORK SCHEDULE	COUNTY WORKED	WEEKLY TIME	MOURLY STATE	HEALTH INS. (Y/N)	MO. TUES WED THUR FRI SAT SUN	HOURLY RATE	WEEKLY TOTAL	COUNTY TOTAL HRS	NON-CITY TOTAL HRS	WEEK DATE	TERMINATION DATE
LANCASTER	NAME	OFFICER		8:00 TO 5:00	2	FULL TIME	\$16.84	NO	2	2	33.68	45		08/11/2014	
1110 AVENUE J															
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	58	FULL TIME	\$16.84	YES	5	10	90	10		11/19/2014	
LANCASTER	NAME	OFFICER		8:00 TO 18:00	49	FULL TIME	\$16.84	NO	10	20	168	10			
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
LANCASTER	NAME	OFFICER		8:00-18:00	11	FULL TIME	\$16.84	NO	5	5	84	5		08/08/2014	
LANCASTER															
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Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service Ordinance

2.203.010 Findings.

The Board of Supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service - continued

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

**Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury
Service - continued**

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding 12 months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance

Sections:

2.202.010 Findings and declarations.

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 Findings and declarations.

- A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The Board of Supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.
- B. Determinations of Contractor non-responsibility and Contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance - continued

- E. "County" means the county of Los Angeles, any public entities for which the Board of Supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

**Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor
Debarment Ordinance - continued**

- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

**Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor
Debarment Ordinance - continued**

- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that result or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

**Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor
Debarment Ordinance - continued**

- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
 - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.
- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.
- G. In making a debarment determination, the Board of Supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the Board of Supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the

**Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor
Debarment Ordinance - continued**

written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the Board of Supervisors. (Ord. 2005-0066 § 4, 2005; Ord. 2004-0009 § 3, 2004; Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

County of Los Angeles - Living Wage Ordinance
TITLE 2 Administration - Chapter 2.201 Living Wage Program

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999).

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For service which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Administrative Officer, but in no event less than 35 hours worked per week.

- E. "Proposition A Contract" means a contract governed by Title 2, Section 2.1.2.1250 et seq. of this code, entitled Contracting with Private Business. (Ord, 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective Effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments, the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999).

* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of Living Wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this Section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above, for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other Provisions.

- A. Full-Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

- C. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Executive Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate, during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract, a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999).

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Executive Officer, or to the County Auditor Controller, or to the County department administering the Proposition A contract or cafeteria services contract. Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer.
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other County requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999).

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer:
 1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the Board of Supervisors the termination of the contract; and/or
 3. Recommend to the Board of Supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. ((Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.
5. "Dominant in its field of operation" means having more than twenty (20) employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.
6. "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20% owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999).

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999).

INTENTIONALLY

OMITTED

IRS Notice 1015 is also accessible at: <http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

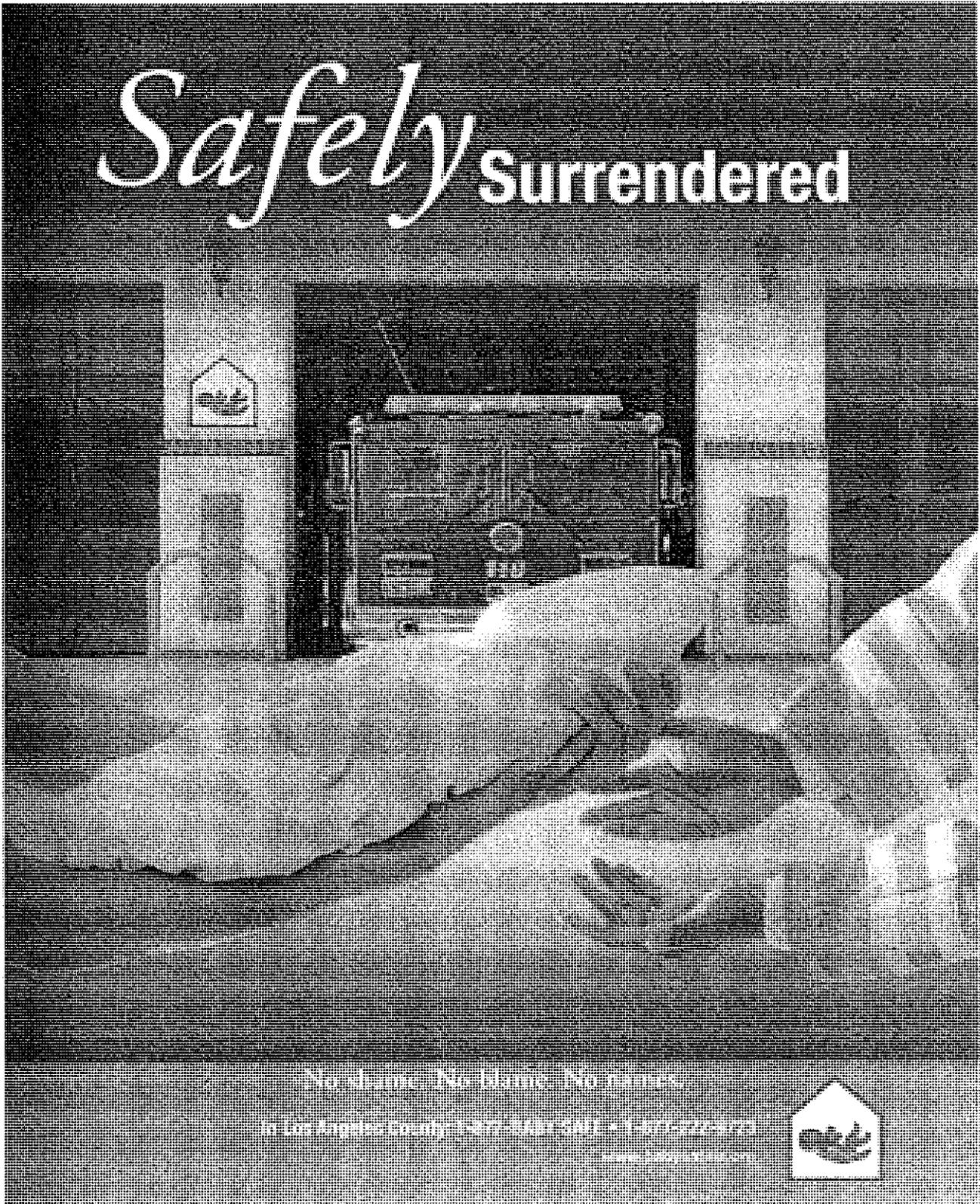
Notice 1015 (Rev. 12-2011)
Cat. No. 205991

Safely Surrendered Baby Law

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafeia.org

Safely Surrendered



No shame. No blame. No names.
In Los Angeles County: 1-800-408-5001 • 1-800-272-5974
www.gaincase.com



In Los Angeles County: 1-877-BABY SAFE 1-877-222-9723
www.babysafe.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone (other than the parent) has given parents, who confidentially surrender a baby, as long as the baby is 72 hours (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

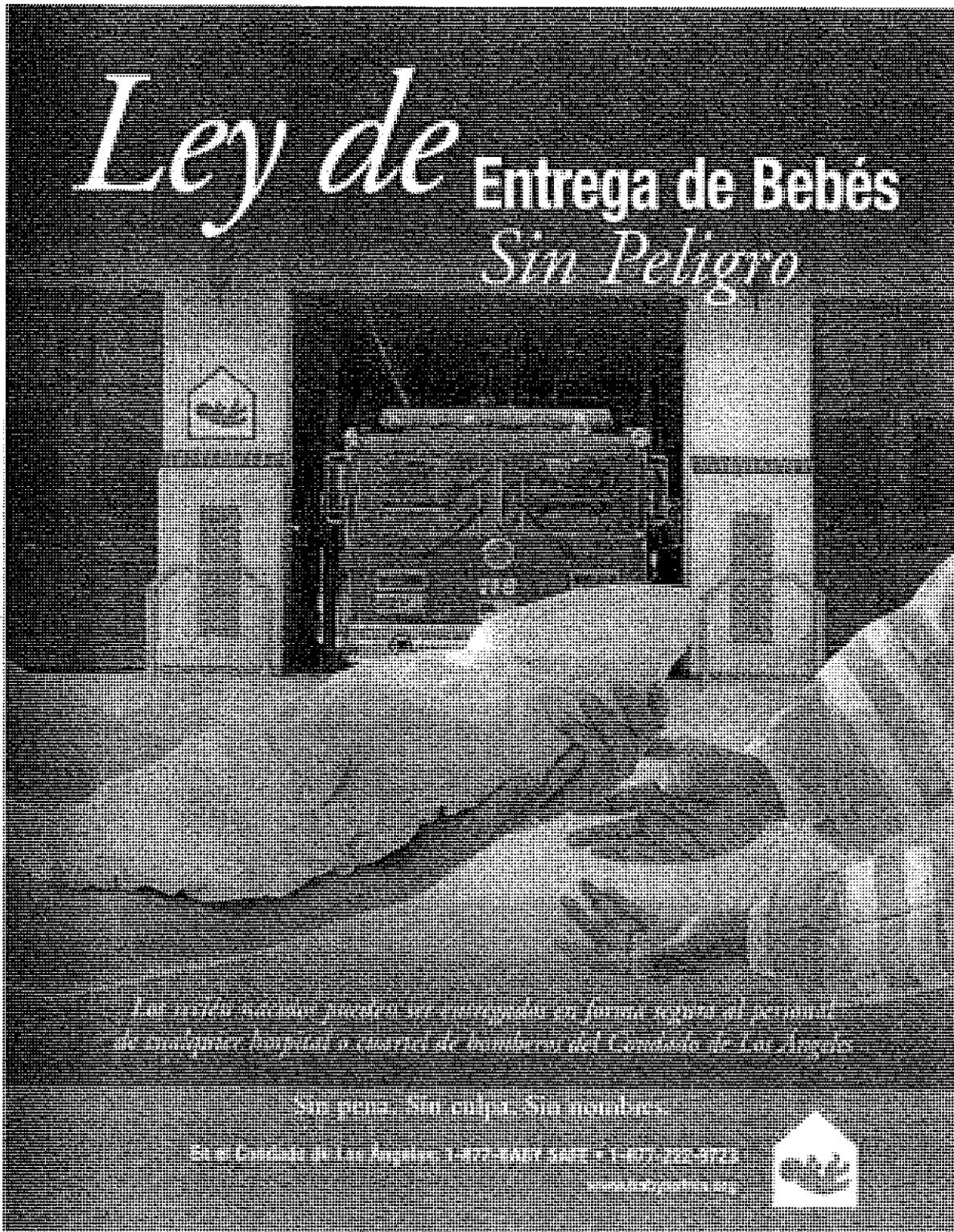
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*

Las visitas médicas pueden ser anticipadas en forma directa al personal de cualquier hospital o clínica de miembros del Condado de Los Angeles.

Sin pena. Sin culpa. Sin nombres.

El el Condado de Los Angeles 1-877-8887 1887 • 1-877-222-3732
www.lacounty.gov



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafeja.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite a los padres de un recién nacido entregarlo a un adulto que no sea su padre o madre o sus padres con custodia legal, o a cualquier persona que los padres le hayan dado permiso. Siempre que el bebé naciera dentro de los 72 horas de vida o menos, y no haya sido abusado, negligido, o si el bebé está en peligro de muerte, el padre o madre puede entregarlo a un adulto que no sea su padre o madre.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviado en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé, esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: <u>MAXIMUS, Inc.</u>		
Company Address: <u>1891 Metro Center Dr.</u>		
City: <u>Reston</u>	State: <u>VA</u>	Zip Code: <u>20190</u>
Telephone Number: <u>(703) 251-8500</u>		Email address:
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Adam Poltorack</u>	Title: <u>Vice President</u>
Signature: <u>[Signature]</u>	Date: <u>06/07/10</u>

Date: _____

Title 2 Administration
Chapter 2.2.06
DEFAULTED TAX PROGRAM ORDINANCE

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board. F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services. G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract.

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision; 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026

Criminal Convictions Information Notice and Certification
DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)

All staff working under this Contract with the Department of Public Social Services (DPSS) must read and sign this notice/certification prior to beginning work on this Contract, upon promotion and no less frequently than every three years.

The suitability of staff who have been convicted of criminal acts and/or who have successfully completed probation or parole must be evaluated. Staff is required to truthfully and fully disclose criminal conviction(s). If you fail to disclose a criminal conviction, the Contract requires that you be removed from working on this Contract regardless of your work performance.

Due to the fact that legal terms by which criminal acts may be described differ among jurisdictions, the following is NOT a complete list of criminal convictions that may be considered in evaluating suitability to work on this Contract.

I. ACCEPTABLE TO WORK ON CONTRACT

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", "ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW)

- | | |
|--|------------|
| • Assault and Battery | One year |
| • Malicious Mischief | One year |
| • Prostitution | One year |
| • Petty Theft | Five years |
| • Receiving Stolen Property | Five years |
| • Shoplifting | Five years |
| • Manslaughter | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

IV. NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT", "ACCESSORY", AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW.)

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I have read and reviewed this Criminal Convictions Information Notice and Certification. I understand that if I have any convictions, I am to report the conviction(s) on this sheet. This includes, but is not limited to, those offenses listed above.

In addition, I understand that I am to report all convictions that occur after the date I sign this Certification.

I understand that any omission or misstatement of material fact used to secure a position working on this Contract shall be grounds for my removal from working on this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

I HAVE NOT BEEN CONVICTED OF ANY OF THE ABOVE OFFENSES.

I HAVE BEEN CONVICTED OF THE FOLLOWING OFFENSE(S): _____

Conviction Date: _____

I am currently on probation/parole. End date: _____

I am no longer on probation/parole. My probation/parole terminated on: _____

Signature

Date

Witnessed by: _____

Signature & Title

Date

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, CONTRACTOR ("Business Associate") provides services ("Services") to COUNTY ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

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- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for

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which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

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2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

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- 2.3 Adequate Safeguards for Protected Health Information. Business Associate:
- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
 - (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.
- 2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate
- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
 - (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
 - (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.
- 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security

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Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

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- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.
- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

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- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
- (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information Business

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Associate shall provide such access for inspection of that Protected Health Information within two business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10.

Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to

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permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Contract. Business Associate's obligations under herein Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

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- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

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- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

DEPARTMENT OF PUBLIC SOCIAL SERVICES - GAIN CASE MANAGEMENT SERVICES
COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COST TO
CONTRACTING COSTS

August 1, 2012 through June 30, 2014

COUNTY COSTS

DIRECT COSTS

Salaries	\$26,578,028
Employee Benefits (EBs)	\$13,704,960
Overtime Cost	\$363,559
Total Salaries and EBs	\$40,646,547

Bilingual Bonus	\$124,200
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Services & Supplies	\$173,305
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Total Estimated Avoidable Cost	\$40,944,052
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CONTRACTING COSTS

DIRECT COST

Contract Costs	\$22,305,549
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Incremental Costs

Contract Monitoring/Reviewing	\$3,613,352
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Total Contracting Costs (Direct plus Incremental)	\$25,918,901
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Savings from Contracting (Avoidable Cost less Total Contracting Costs)	\$ 15,025,151
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Percent of Savings	36.7%
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